



**District 1096 Ops Meeting
September 8th, 2009
1p-5p**

1p: Coffee Tasting—Kevin

- Customer Letters

1:30p: Customer Voice Discussion

- Table-Touching Activity Discussion
- Know Drink/Know Name/Know Profession
- Discuss Team Individual Action Plans/District Action Plan

2:30p: ASM Performance Review Calibration

- Steps to Performance Improvement

3p: Break

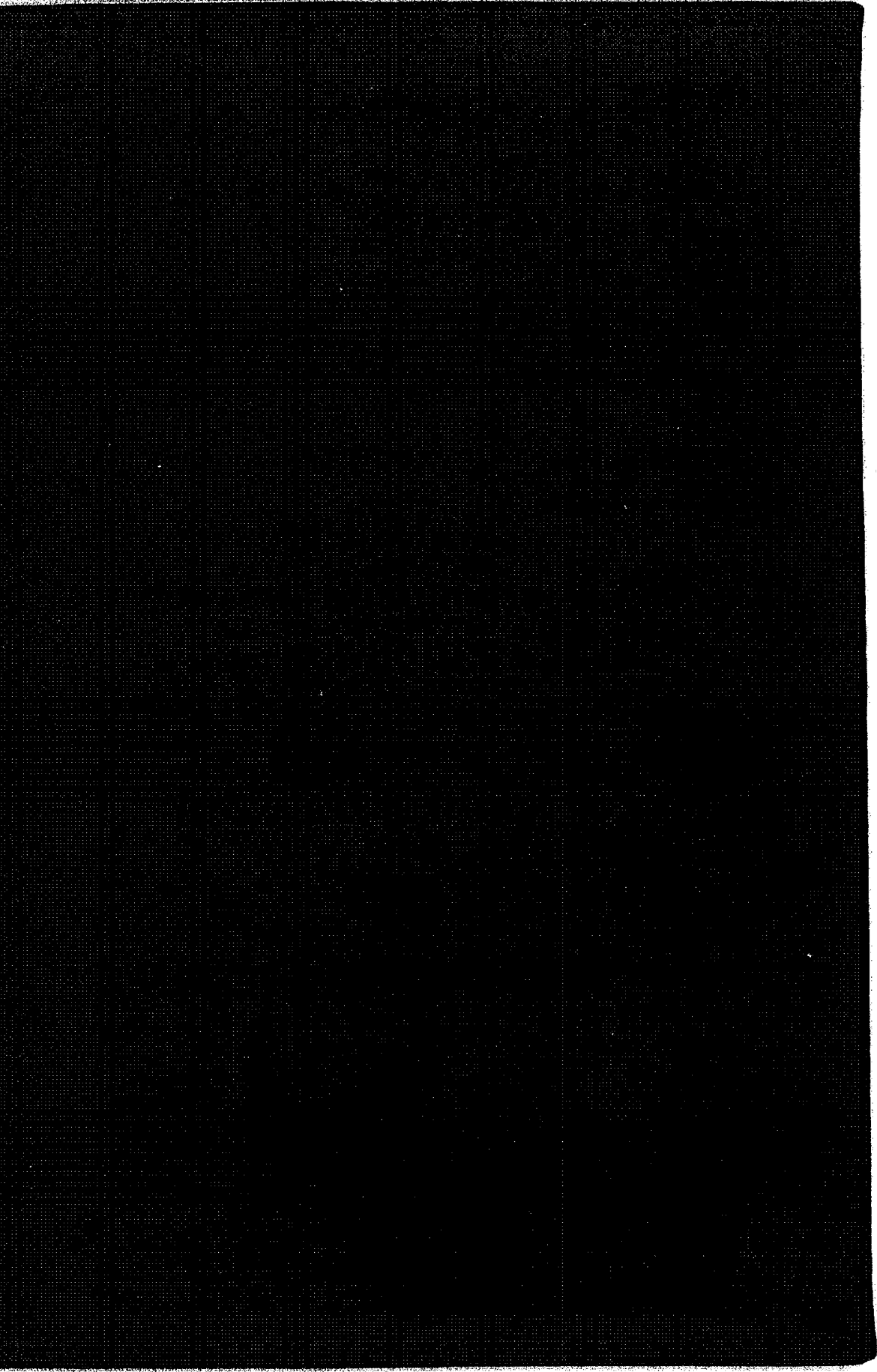
3:15p: Ecosure Prep for FY '10

3:45p: VIA

- Solidify Store Meeting Dates
- Store/District Tactics and Strategy
- Goal Breakdown

4:45p: Miscellaneous

- Labor
- POS Updates
- NY Recycling Proof of Concept



Gurlov - 31

Redacted

Redacted

~~12 SPAN Days~~

Redacted

Redacted

Redacted

Redacted

1/6: 847 SPAV

12/13

Redacted

Redacted

agents be

Redacted

check in w/ Michael: " " necessary / SPAN expectations

Redacted

Redacted

WEDNESDAY 1/5:

Redacted

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• \$ says Victor really played for Jimmy 25th
(Will Benson what he?) SPN @ 6:15

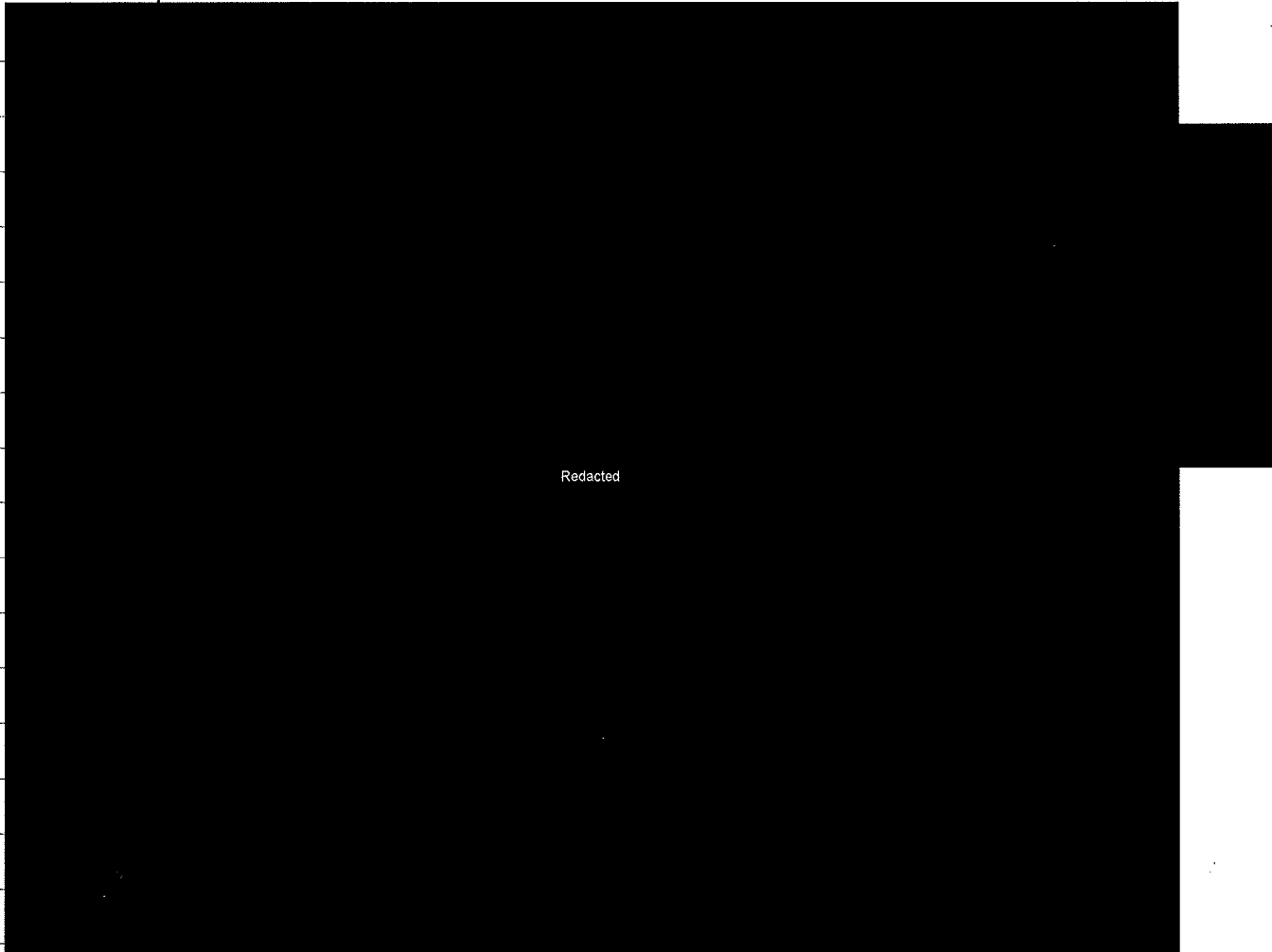
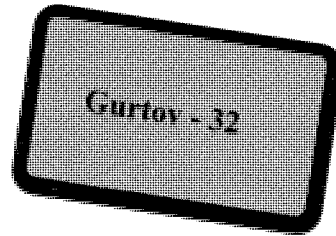
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April SPAV Notes

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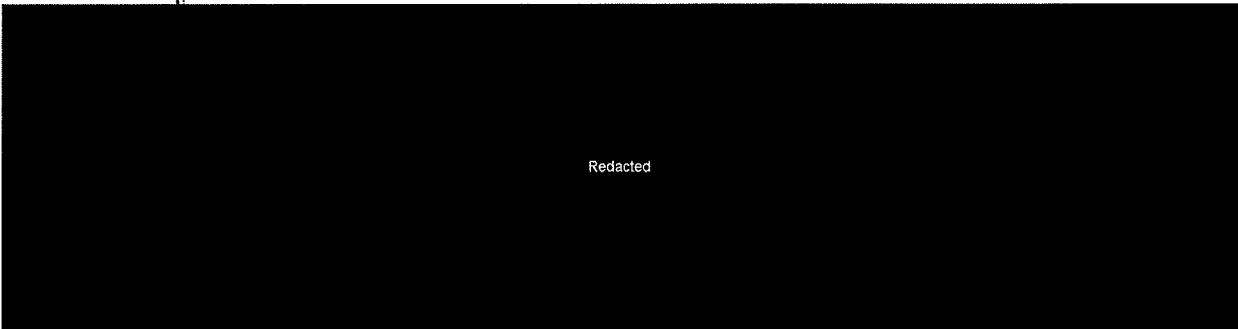
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✓ ~~Security - bonus for ASIF SIAI, TF00408 7575.~~



Redacted

Redacted

11/1

V2170/# NL 76 OT TRAIN

Redacted

✓

11649 (1.1)/5 1.2 0 0

Redacted

Redacted

Prep/Cert. for Holiday soft launch.

Redacted

11649

3/9 (Thurs day)

Redacted

Redacted

11/8
Labor

V21/# NC2/# OT TRIN CASHO/S

Redacted

11649

24/15
MIN

2090

0

0

(270)

Redacted

Redacted

CV

Sept \Rightarrow OCT volume 1096 65 \rightarrow 67

Redacted

11649

+4

3421 \rightarrow 66

Redacted

Redacted

Redacted

Redacted

Redacted

Blake

Redacted

Redacted

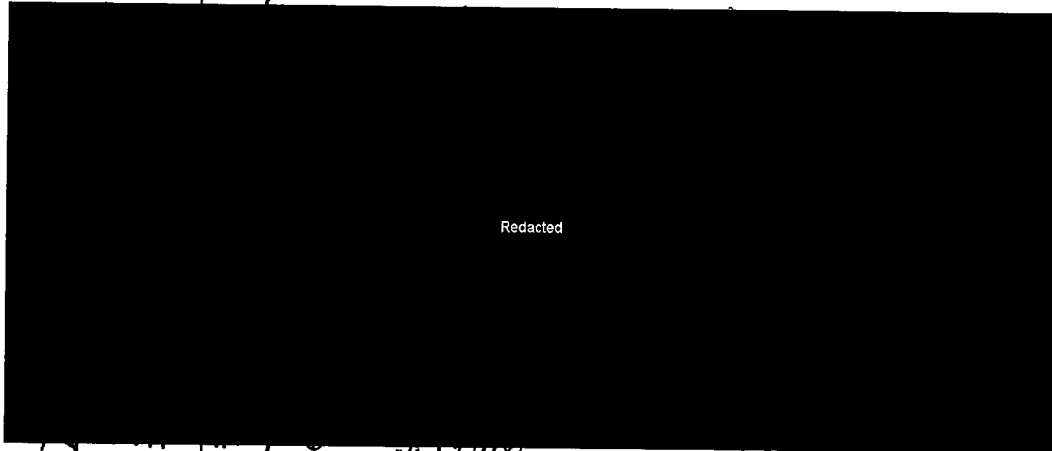
CV Act. plan PDP

✓ 11649

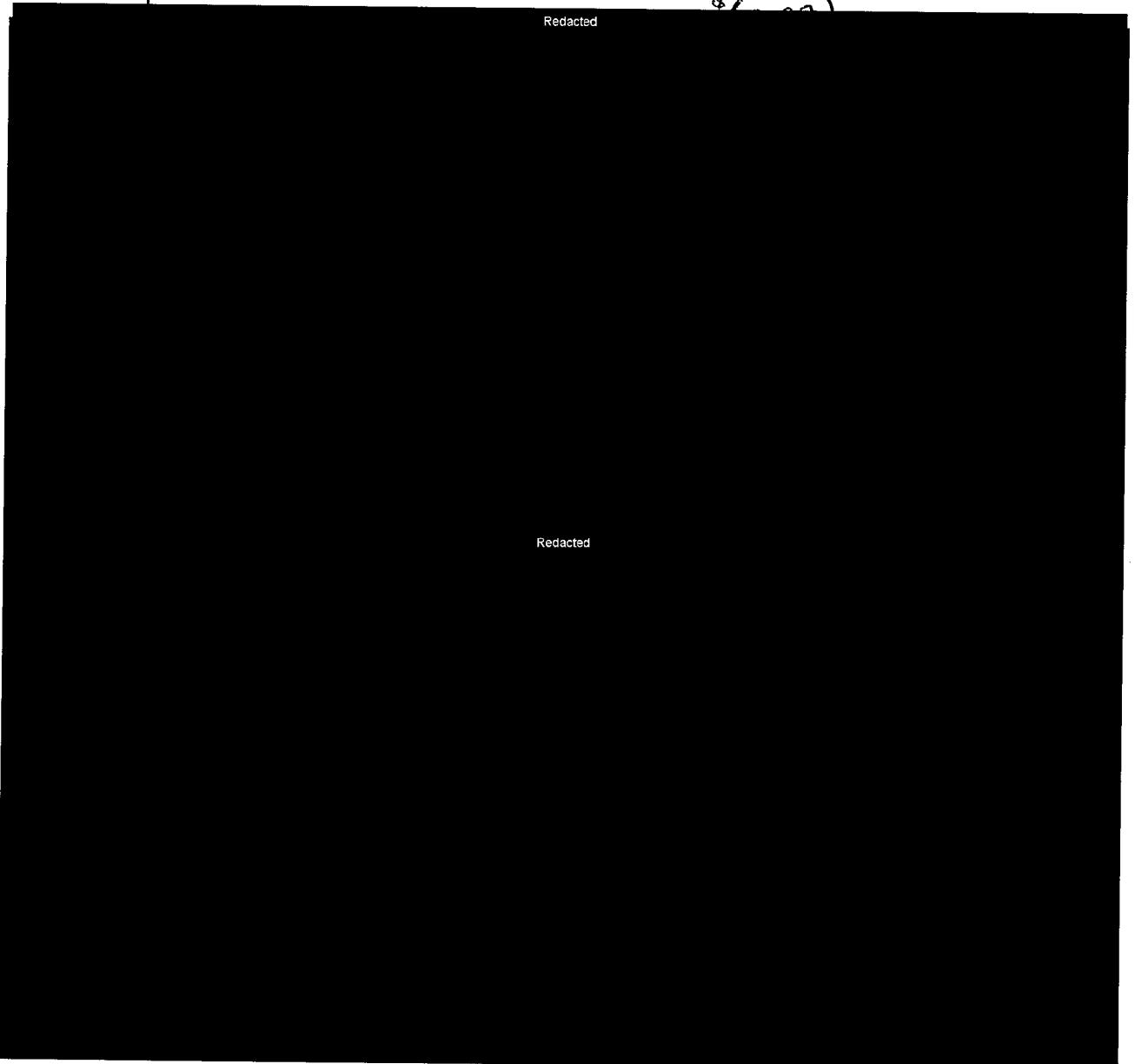
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11/15
LABOR

V21/# WC/# OT TRIN CRSH O/S



11/15
11649 (1.2)/5 20/8



Wendy my Tar

Top/Middle/Bottom

Redacted

my PDP / my Pillar / ADP/Plan = have on paper

print action plan

Development:

PDPs

Action Plans $\begin{matrix} \text{CV} \\ \text{VIA} \\ \text{BR2} \end{matrix}$

Redacted

type Shrs Oct 10 Security R

Redacted

Coffee: Serenity, Brown, Blake, Kate

Redacted

11/16

Tuesday

Redacted

• Serenity = Aleb, Violation

Redacted

Labor: 121 90/4 NC 90/# OT TRAV cash o/s

Redacted

✓ 11649(9) (1.4)/6

3

0

Redacted

11/29

V2190/# NLC90/# OT TRAIN CASH O/S

Redacted

11649

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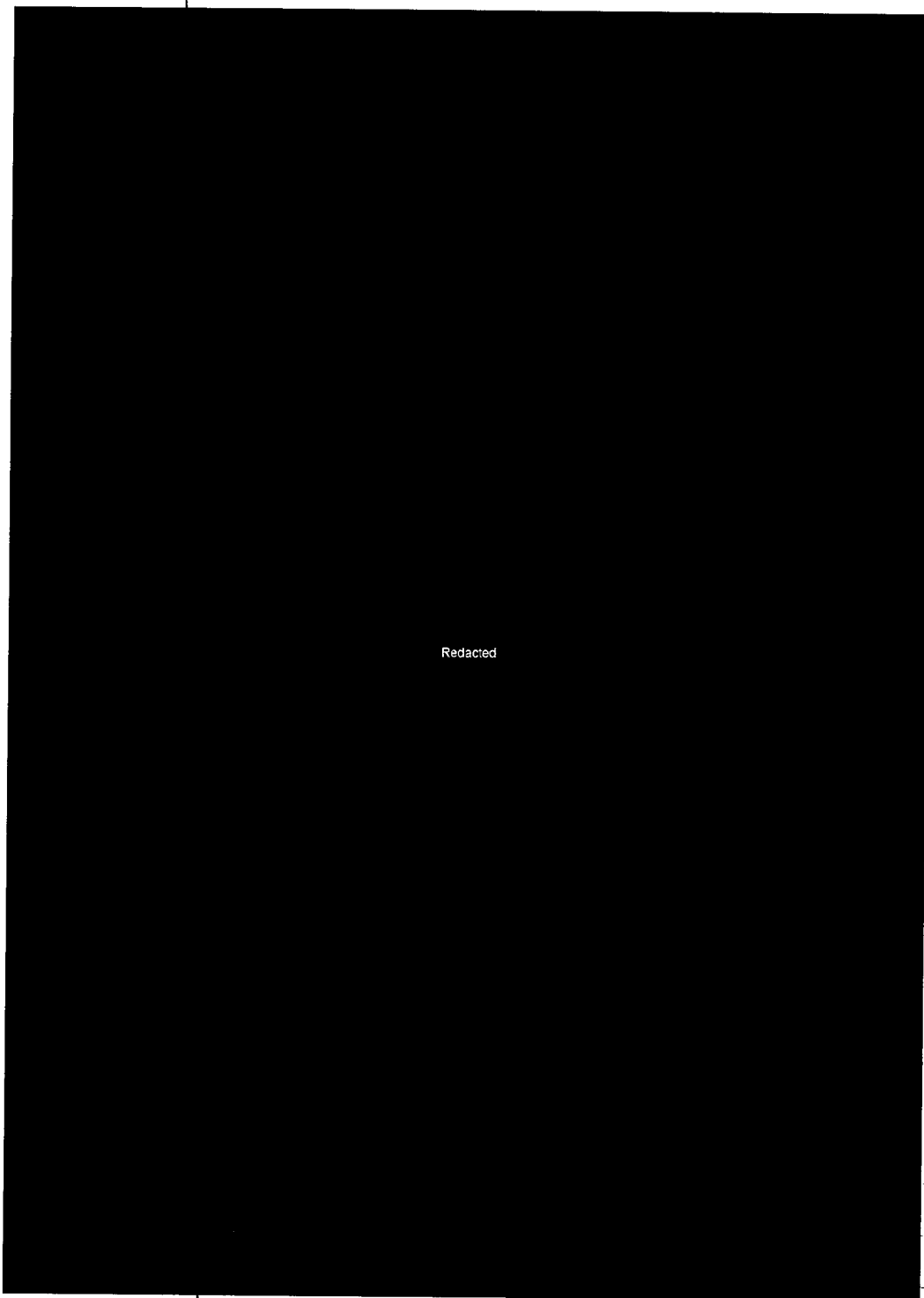
QASA

Plan for Hoole 12/6

- holiday party for SM term
- Security = reservations
- term = secret Santa

Redacted

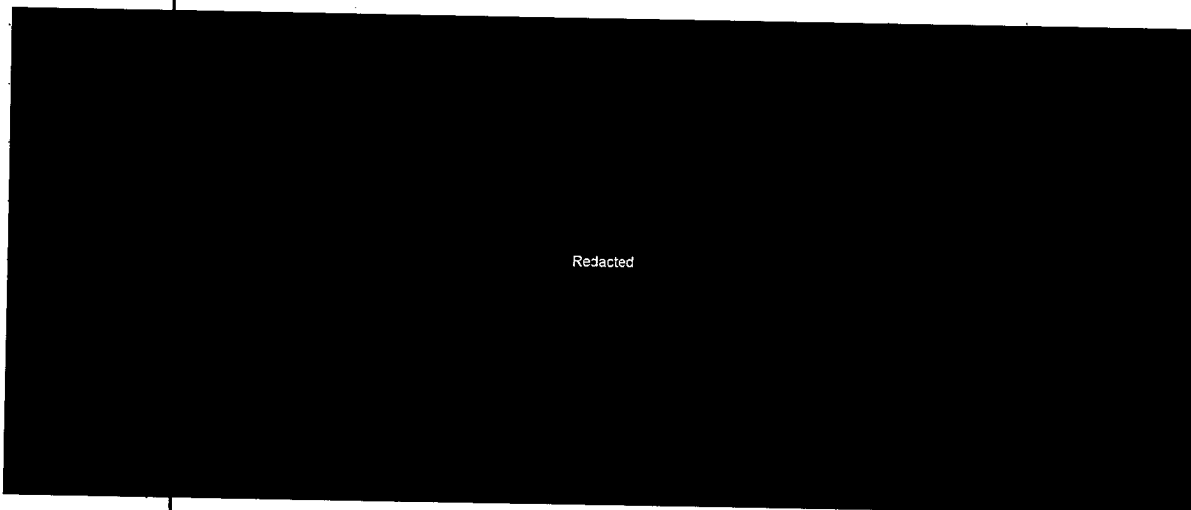
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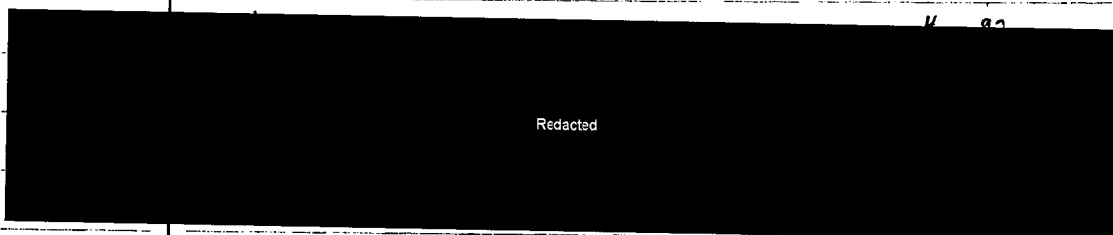
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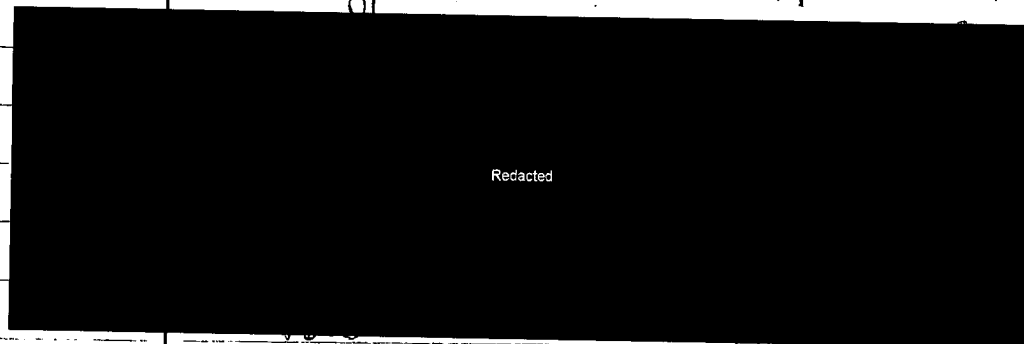
12/6 y21 2o hano NC OT TRAW CASHO/S CLOVER
average USD



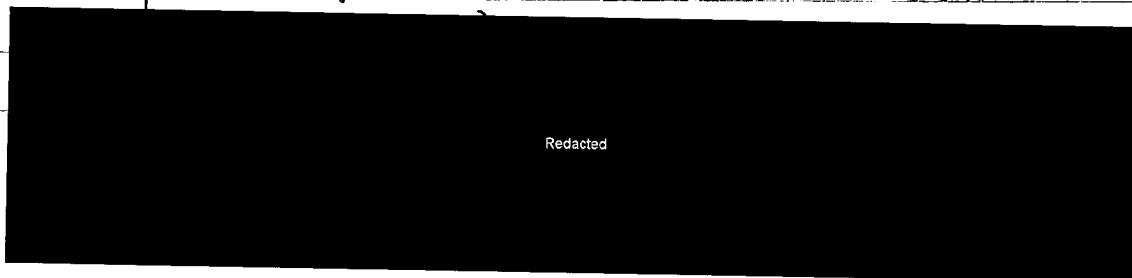
11649



Crook's Voice: biggest increase top → bottom



11649 0 7675 6670



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• correct ✓/ Security about VW/KV expectations

Redacted

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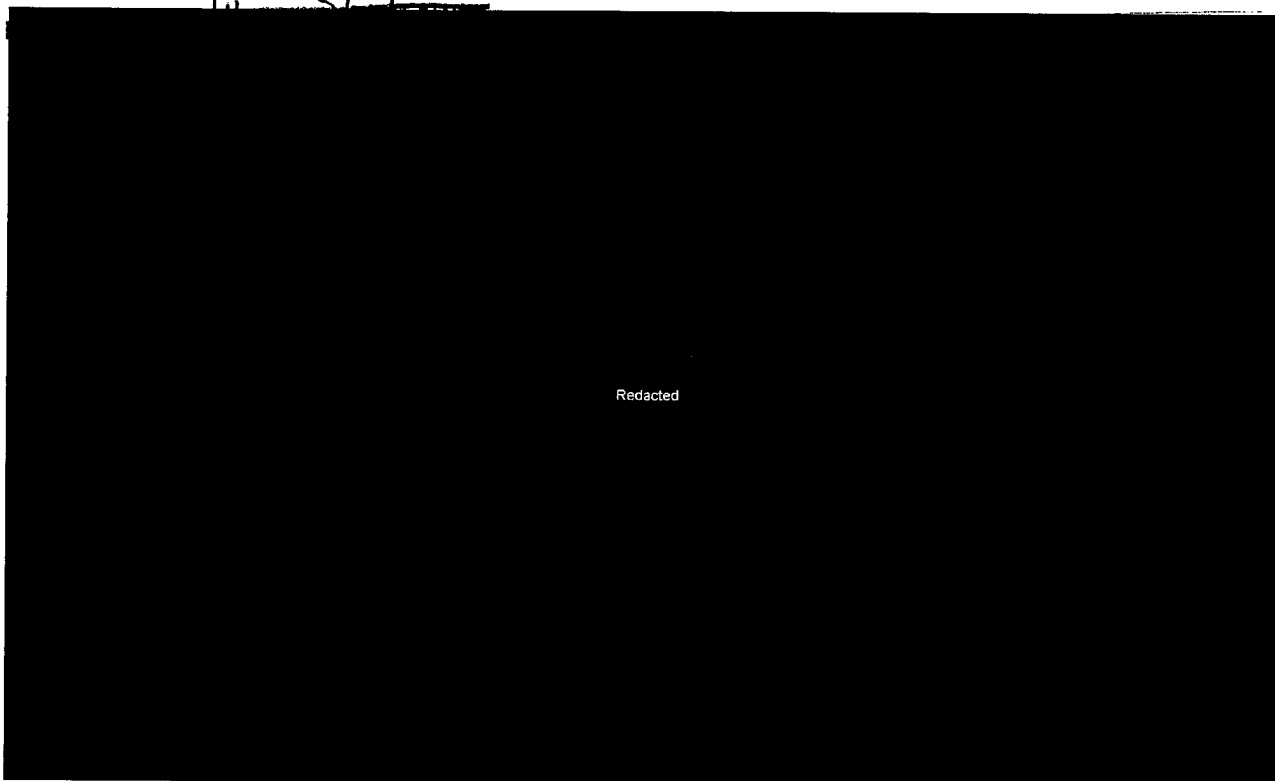
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CONFIDENTIAL

STAR_MARSHALL0001384

12/13



Redacted

Security = what's her plan for Simmons?



Redacted

Person +:
Marty X-mas gift
Angelo X-mas gift
Nick - gift CEO

Hair appt. = Thursday?
Car appt. = with brother

12/13

V21

NL 72

OT

MAIN

CASH O/S

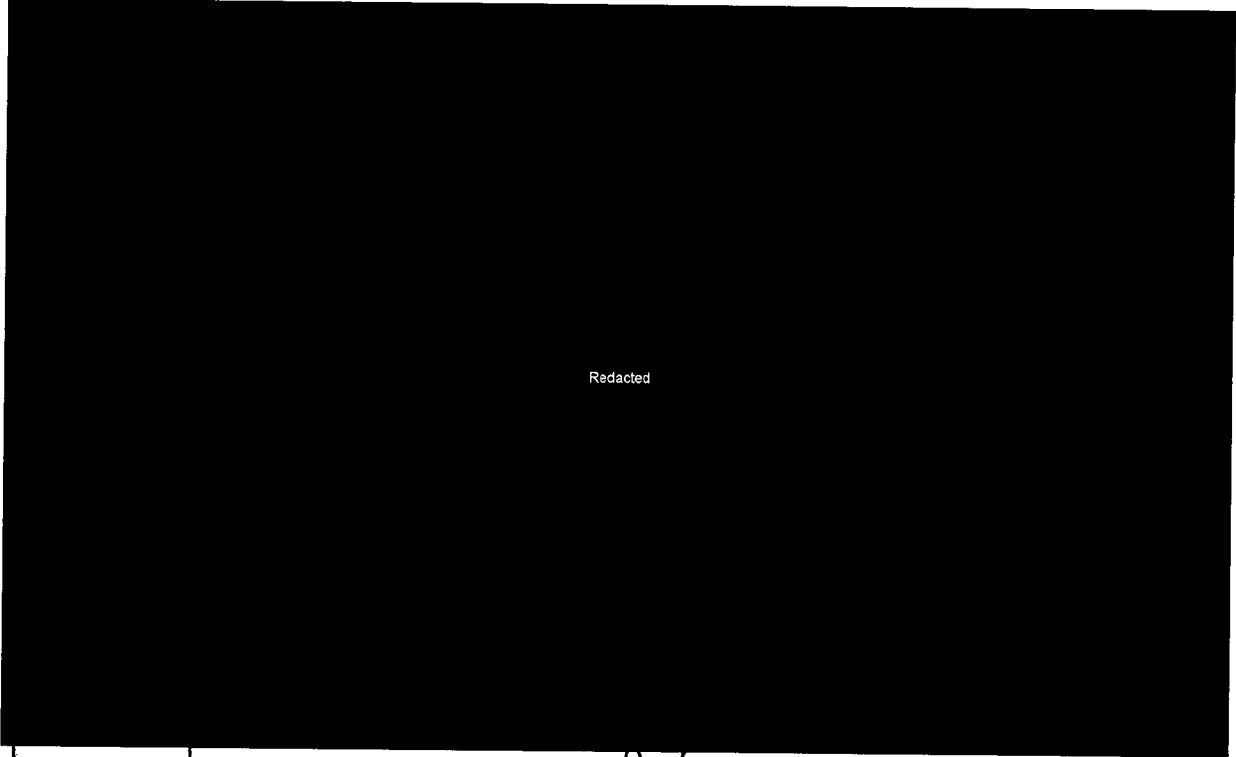
CV
PLAN

P+L
PLAN

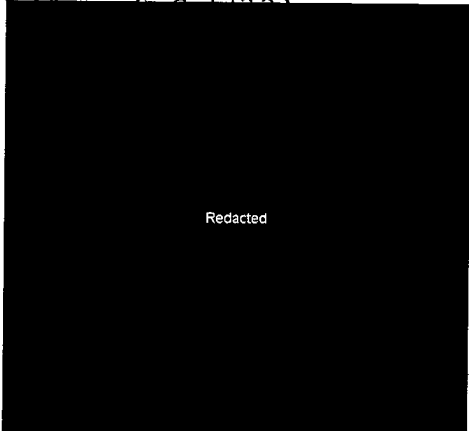
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11649

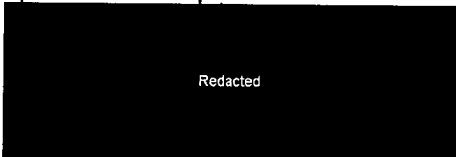
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	was.
Laber 470	12/15
(6-8-2)	(12-2)
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Redacted

11649	3.4
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Redacted

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12/20

V21

NC

TRAN

OT

CASH o/s

Clover

Redacted

11/11

11649

124

Redacted

11649 = A

Redacted

2¹⁵ p- close @ 6x5
Zakia, Kevin, Security, Samba i NO

Redacted

Redacted

WEDNESDAY 1/5:

Redacted

Redacted

- call Security / Chris overseeing now
- plan for ~~A~~ being gone

Redacted

- call PRSC / Nate = Security = cash housing
- has it been documented before - check corr. actions.

Redacted

Thursday
PARTNER
planning

1/6:

Redacted

Redacted

SM

ASM

Redacted

Redacted

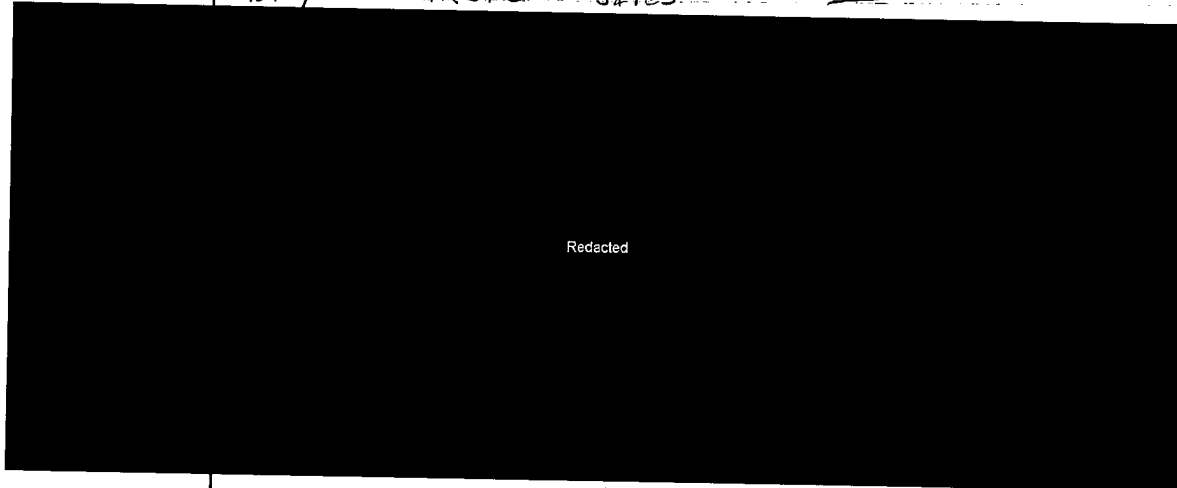
11649

Security Marshall pens

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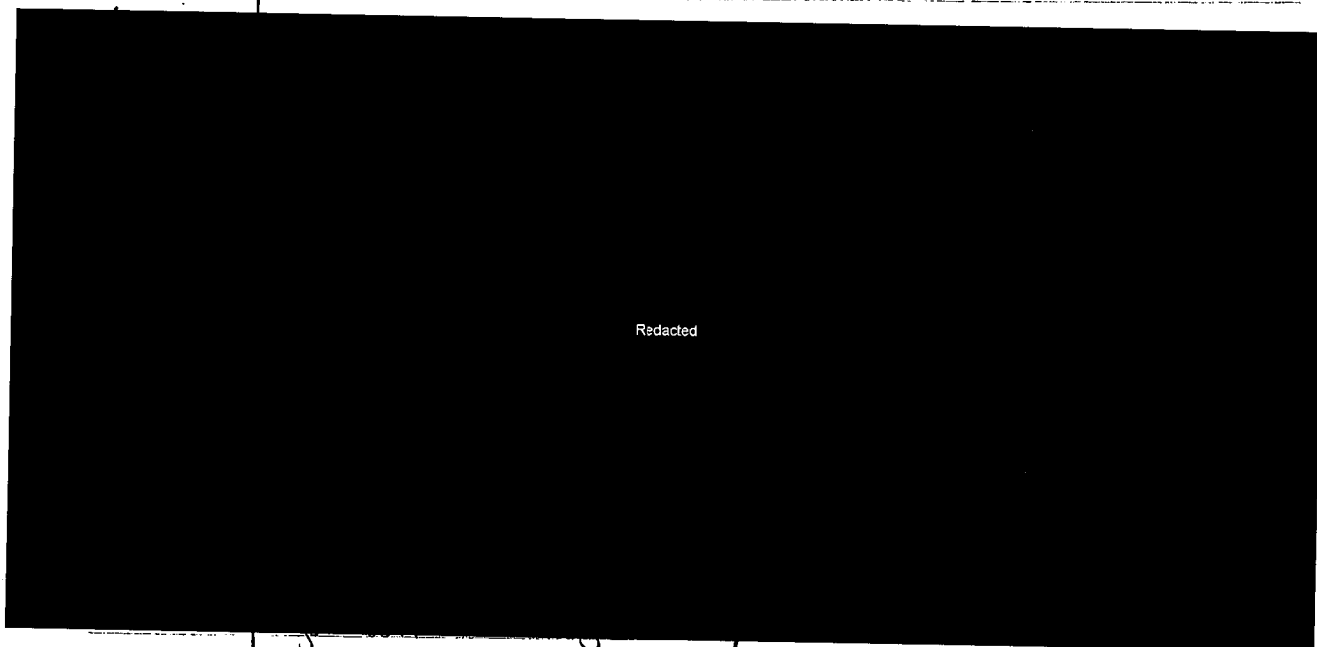
December Cash o/s	December total sales	Cash o/s 90% of sales	above	committed
----------------------	-------------------------	-----------------------------	-------	-----------



Redacted

11/19

+15 hrs



Redacted

CALL PRSC - Security Marshall 1088330 W.O. 12/22

inhibiting rebar in wall log

not bringing deposits to bank only

Stevens (PRSC rep)

1/10

To Do:

Redacted

Redacted

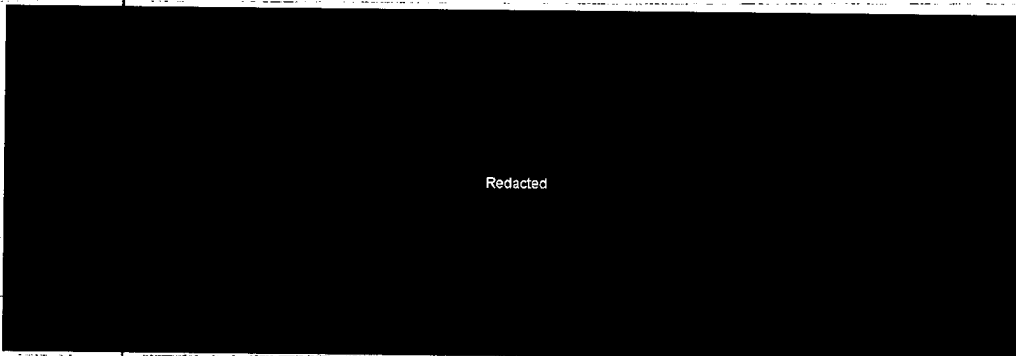
Tina PRSC 817 431 8838

Redacted

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CV
RANK

CV movement



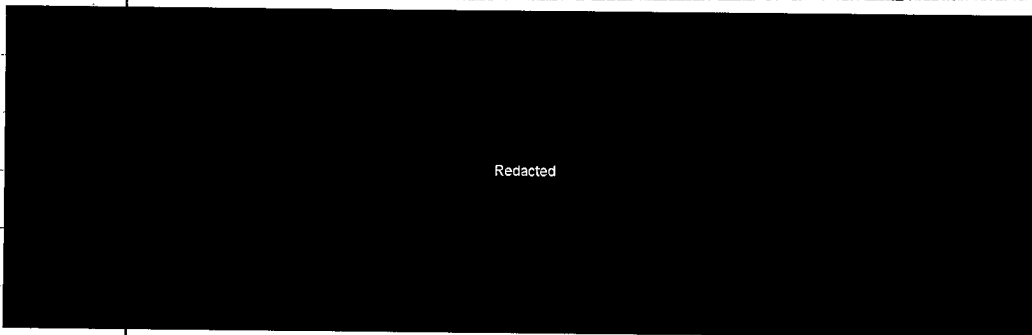
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11649

6670

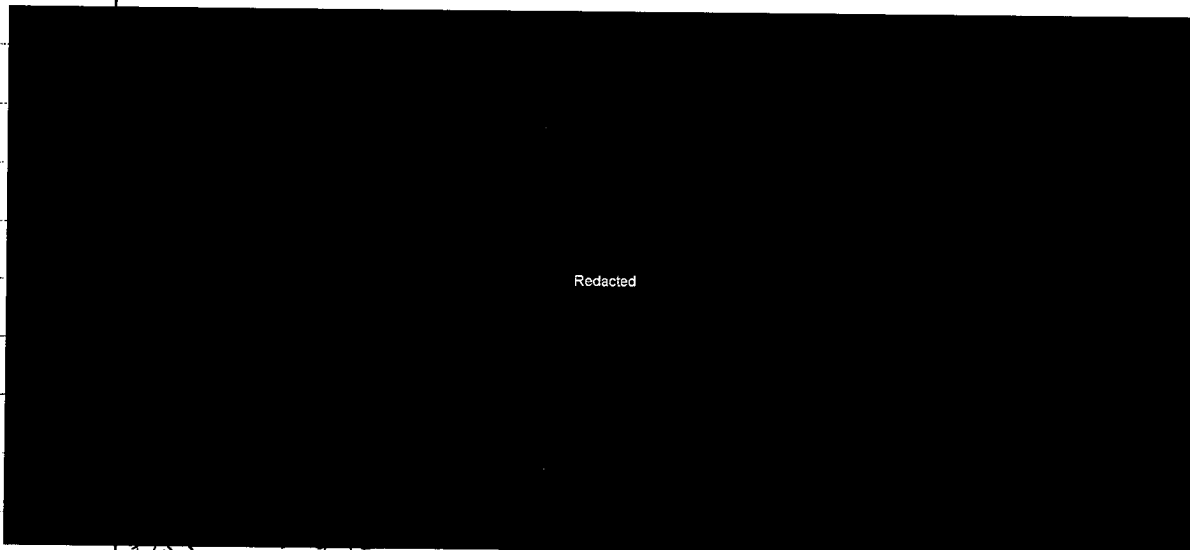
13538

-3



Redacted

November rank all mail for Area 82



Redacted

1253

11649

= 8.15

60th



Redacted

Vicore = King / Security / Jan Espino / Rodriguez

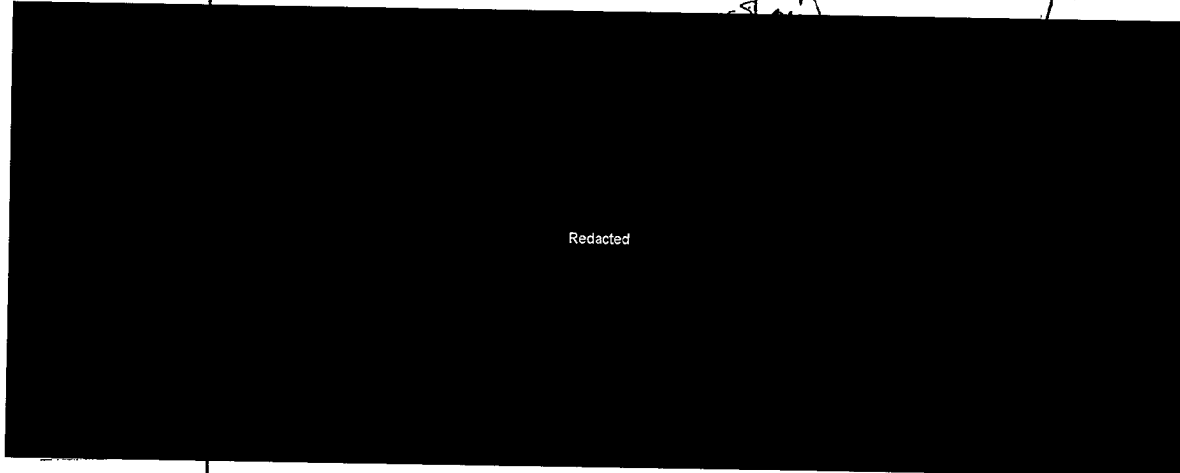
Redacted

1/14:

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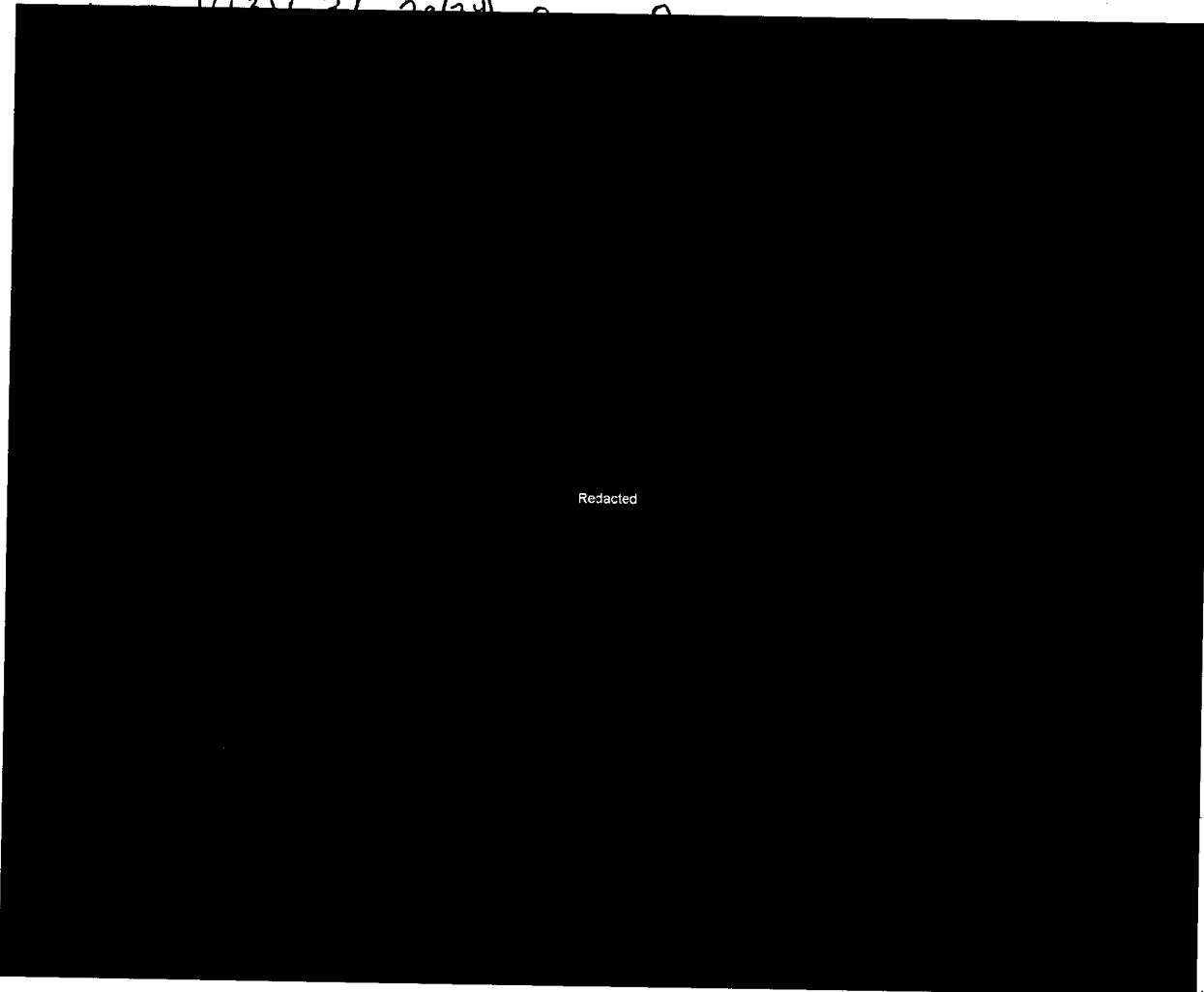
Redacted

V21 NC OT MT cash o/s




Redacted

11649 0.4/+1.3 1.6/6
(13) / 21 20/24



Redacted

week 1/17 week 1/24 week 1/31
~~Blake~~ 847
Katy ✓ 11649 

1/24

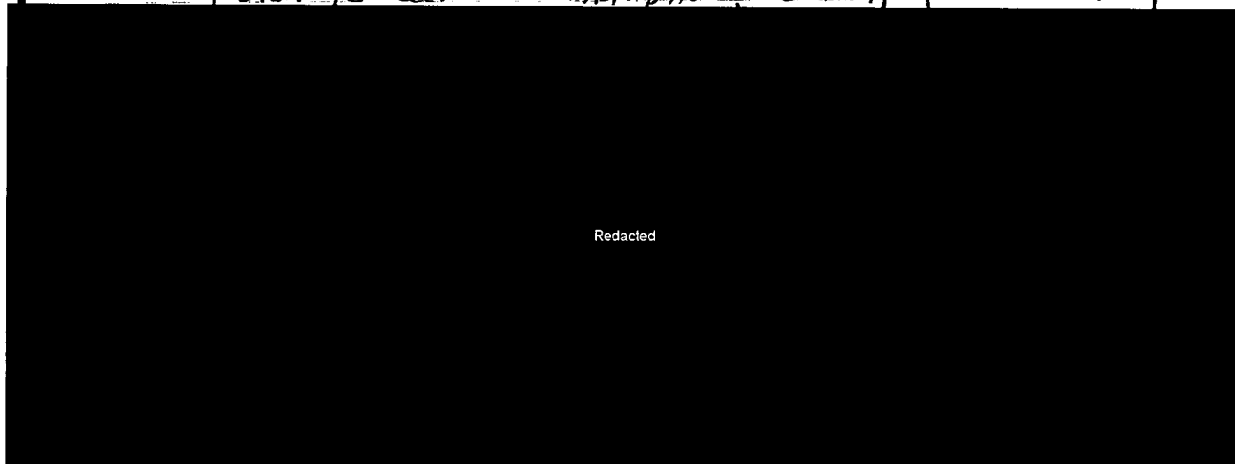
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Follow up 7 Term

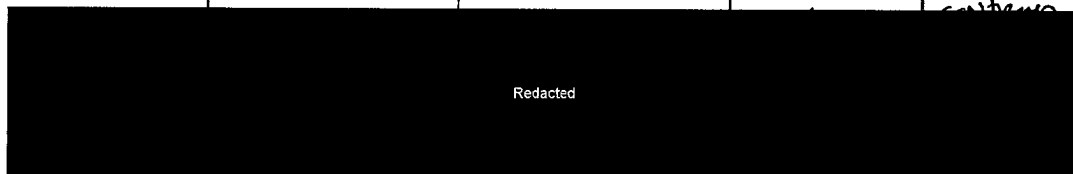
cash o/s Dec. CV act. phw Coffeap, Hire Act corp.



Redacted

11649

0



Redacted

overall rank for DECEMBER



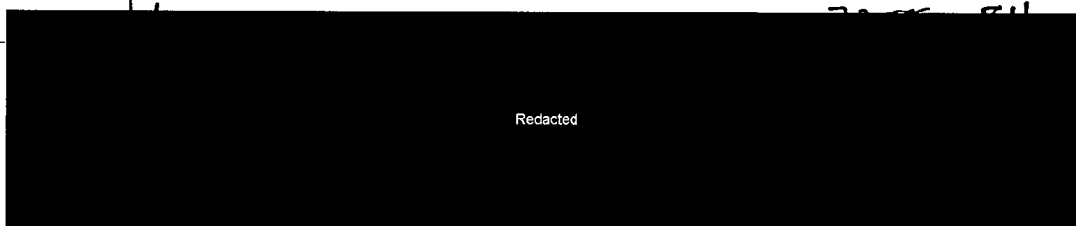
Redacted

11649

43

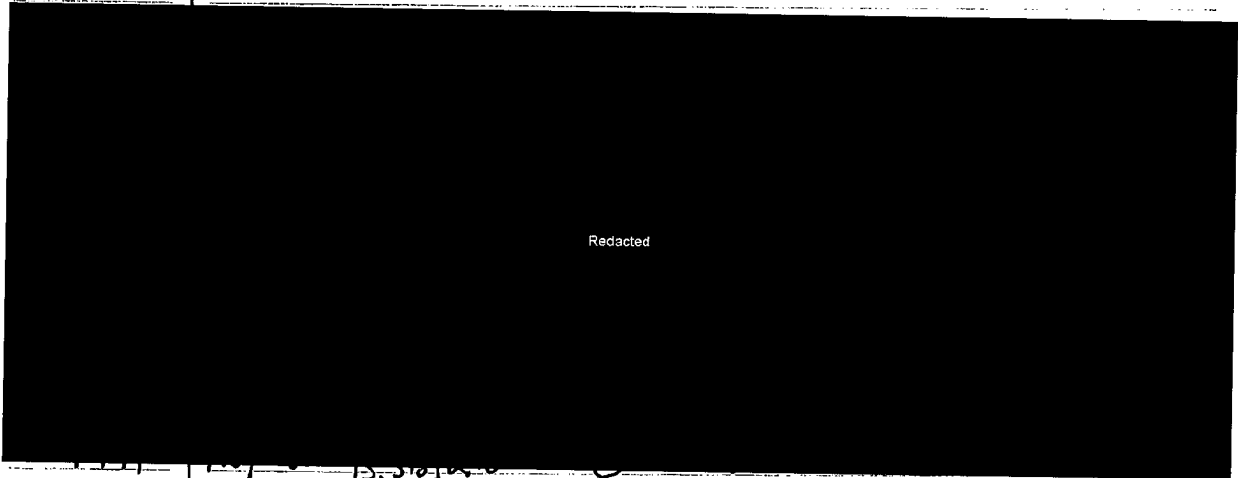
13538

71

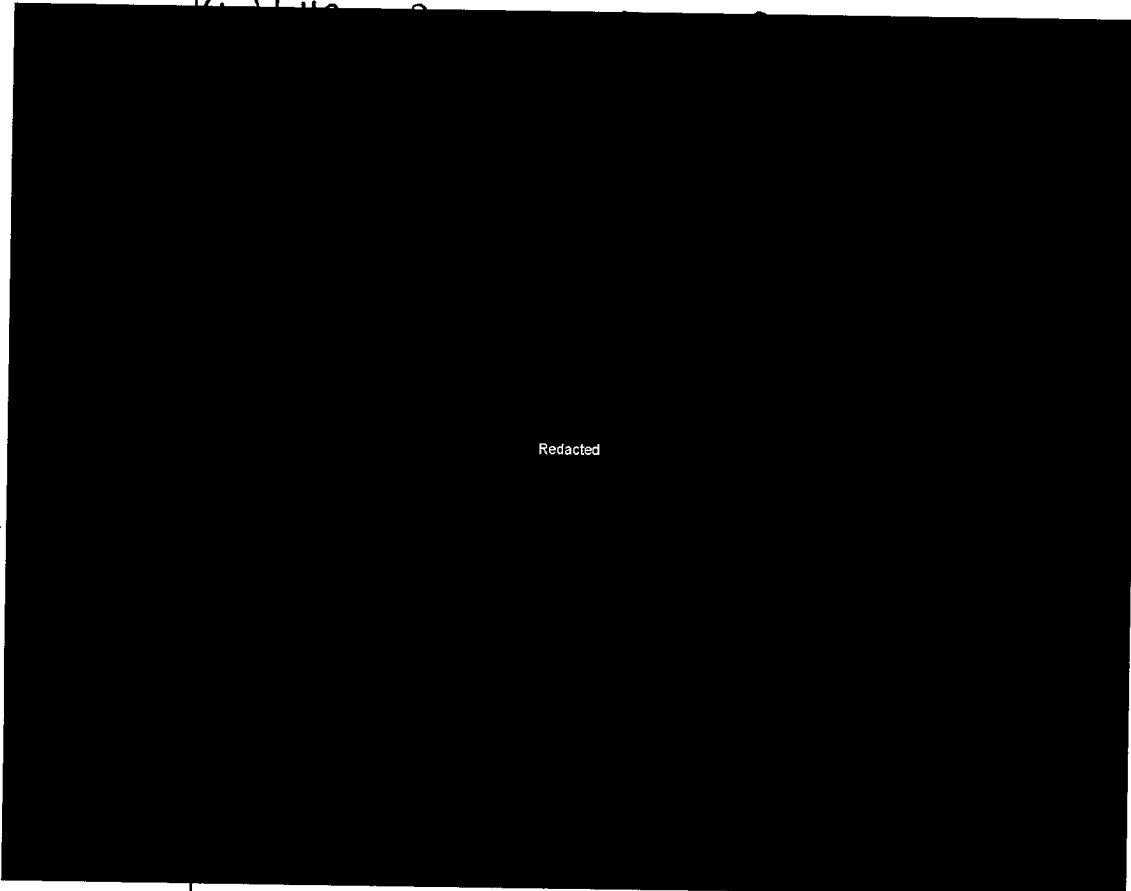


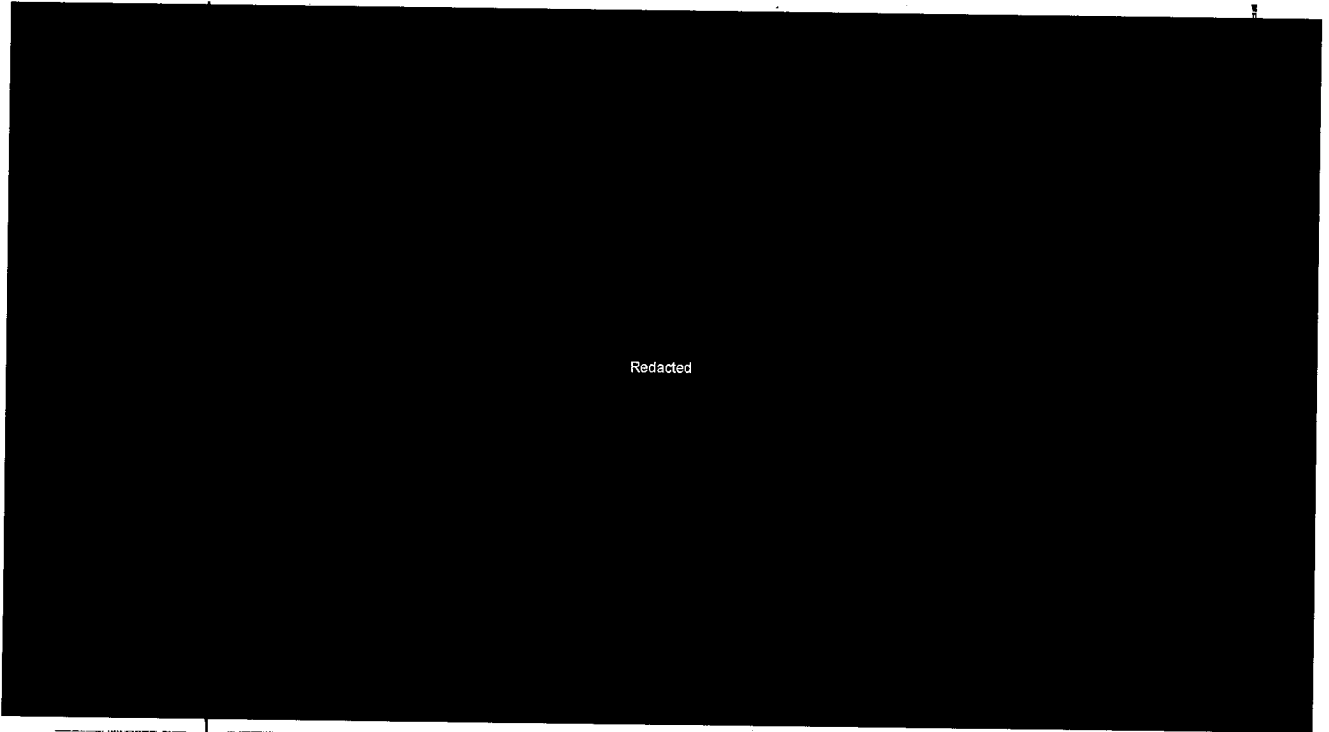
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1/31 V21/# NC 90 OT TRAIN Csho/s Jaws

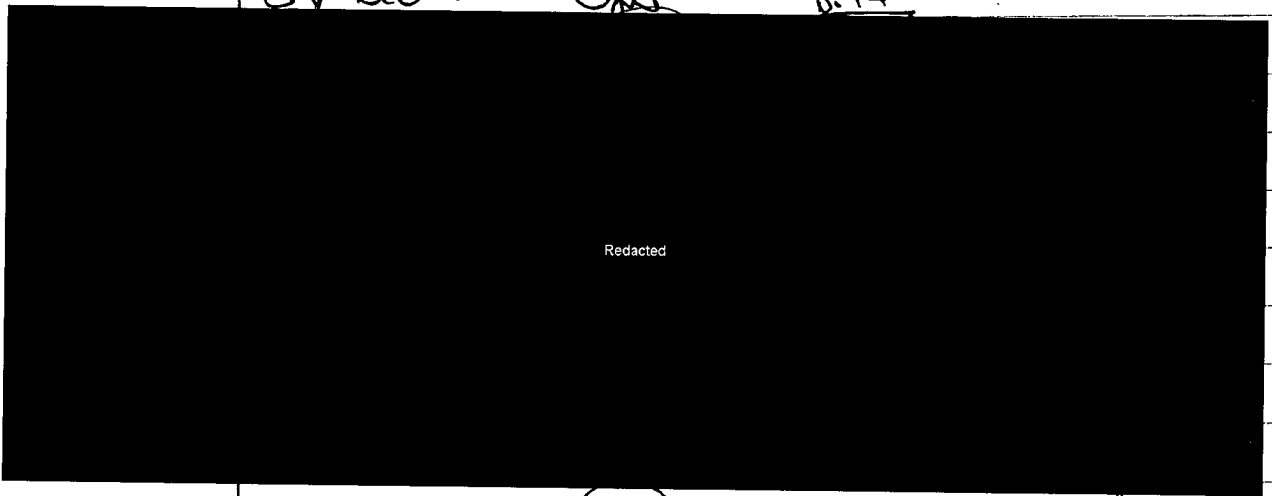


11649 (0.1) 8.1 0.23 4

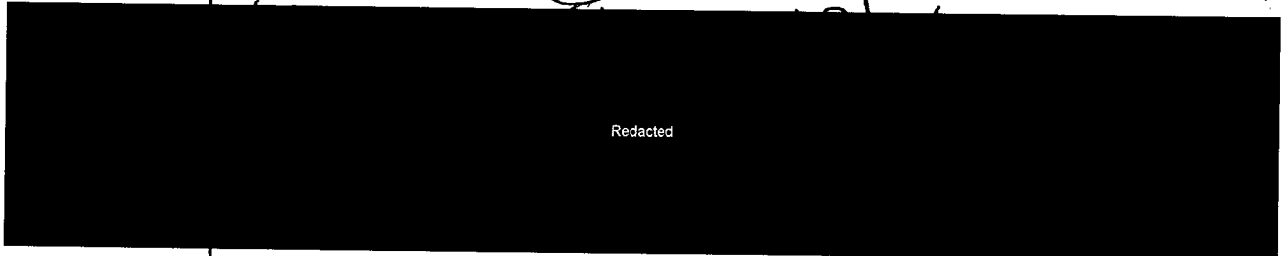




CV Dec \Rightarrow Jan diff



11649 66 (61) -5



11649

66 \Rightarrow 61%

(- 8 points)

F 81 \Rightarrow 76%

Bottom Two

S 60 = 61%

Speed 61%

T 71 \Rightarrow 72%

Crew 52%

C 48 = 52%

Redacted

Redacted

11699 Berry + Knolly
11699 Berry + Knolly

Redacted

Redacted

			no bills hired then 2/20/12	
	Jan. Total \$	cash o/s	90% of sales	Redacted
	Redacted			

11649	107,322	- \$415	0	0.38 / Chris Conkey
11649	71,622	\$1		
	Redacted			

	LAWRENCE	CAH.WTD		
	Redacted			

11649	(-0.1)/-0.19			
	Redacted			

2/21 ° new the coffee event
✓ ° call Tina Pizamo = Security

Redacted

° Security = return 1st = call Lee

Redacted

Redacted

Redacted

Redacted

v21/# NC OT TRAIN CASH O/S TRANS Q1 coffee

Redacted

✓ 11649 (0.1)/.5 0 10.8 (31.06) 1993 698 +374

Redacted

2/28

Redacted

~~aprop for Security sp.~~

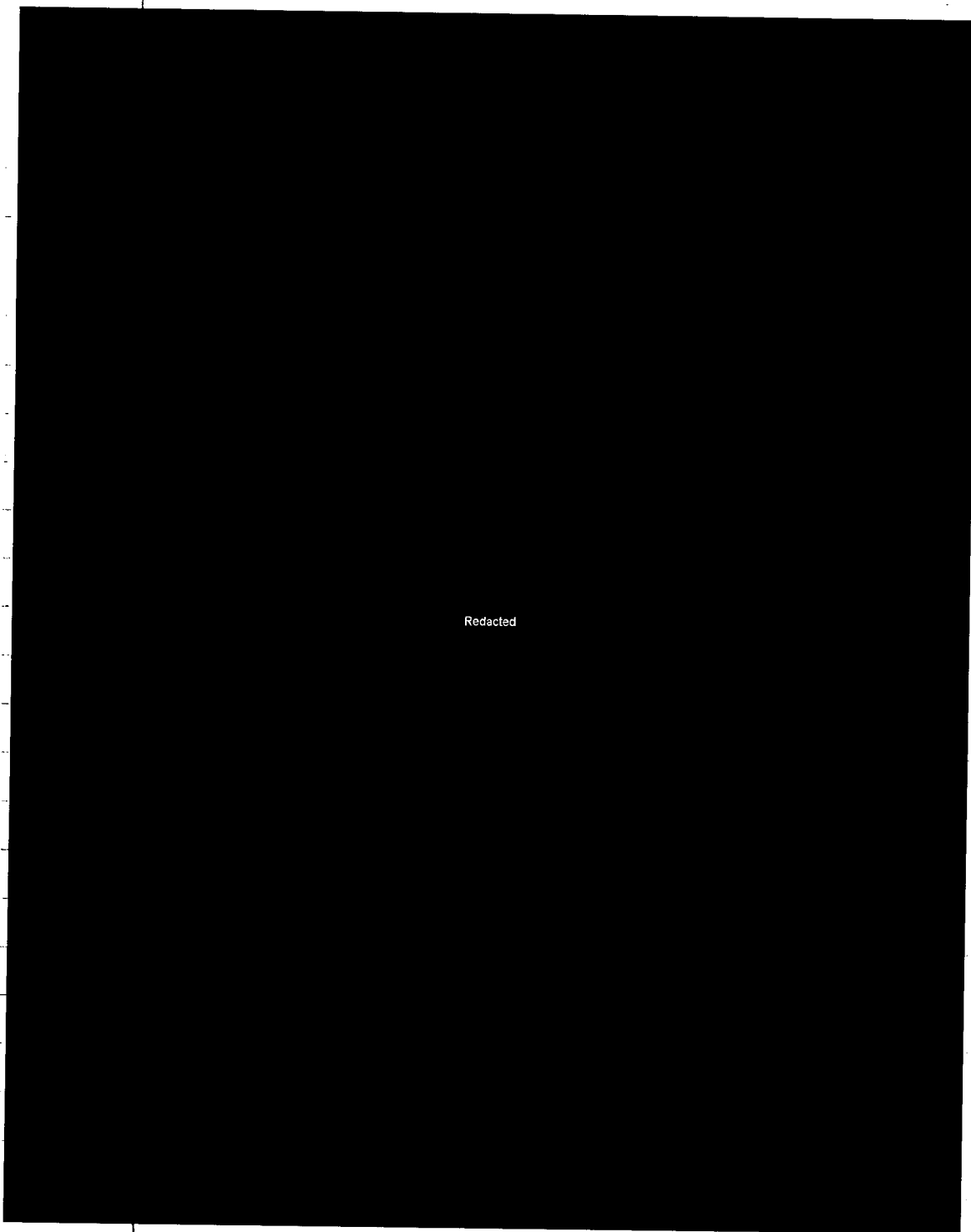
Redacted

~~control LOA to confirm Security's return 1088330~~

Redacted

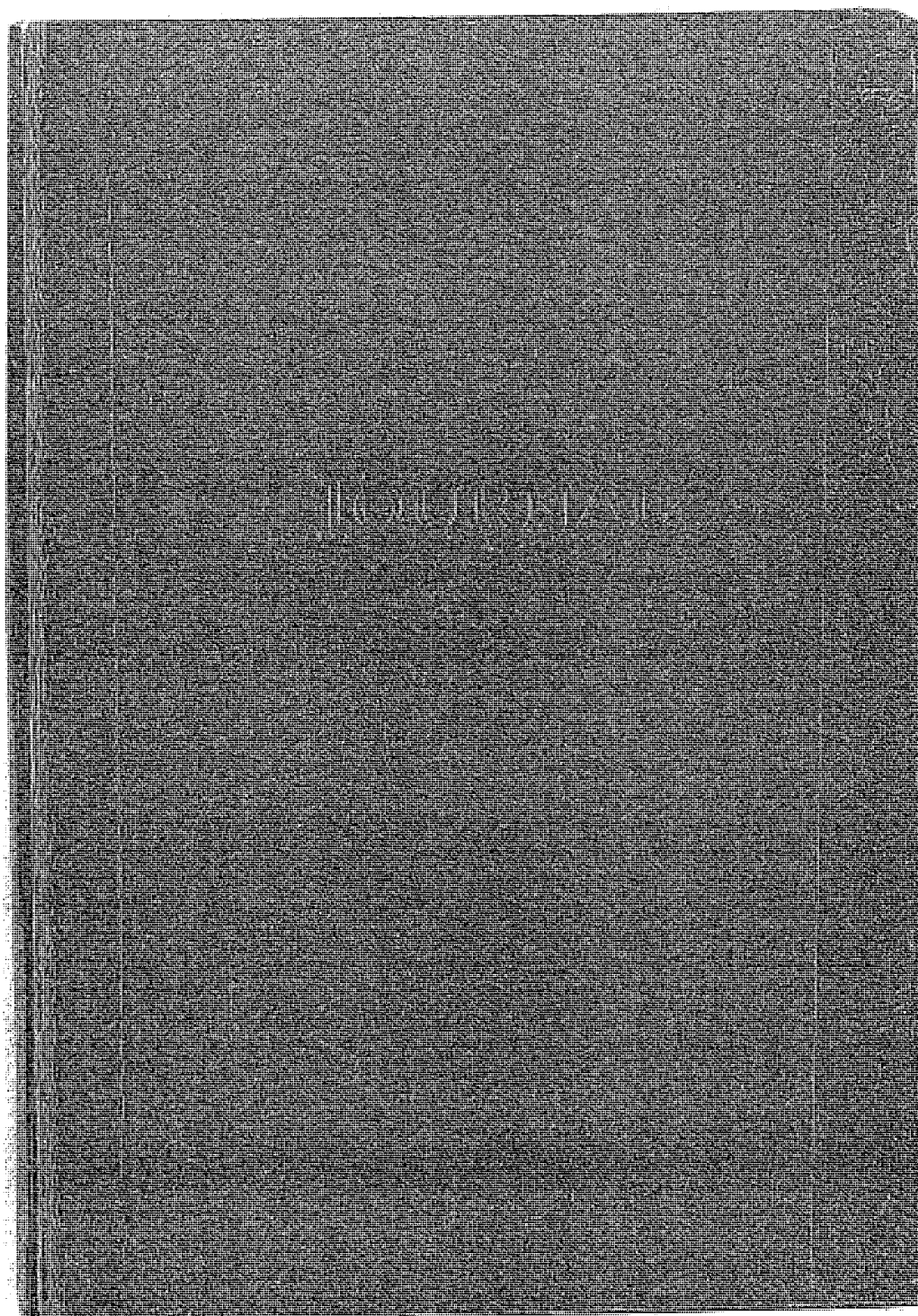
~~Security = Separation document / bench to separate~~

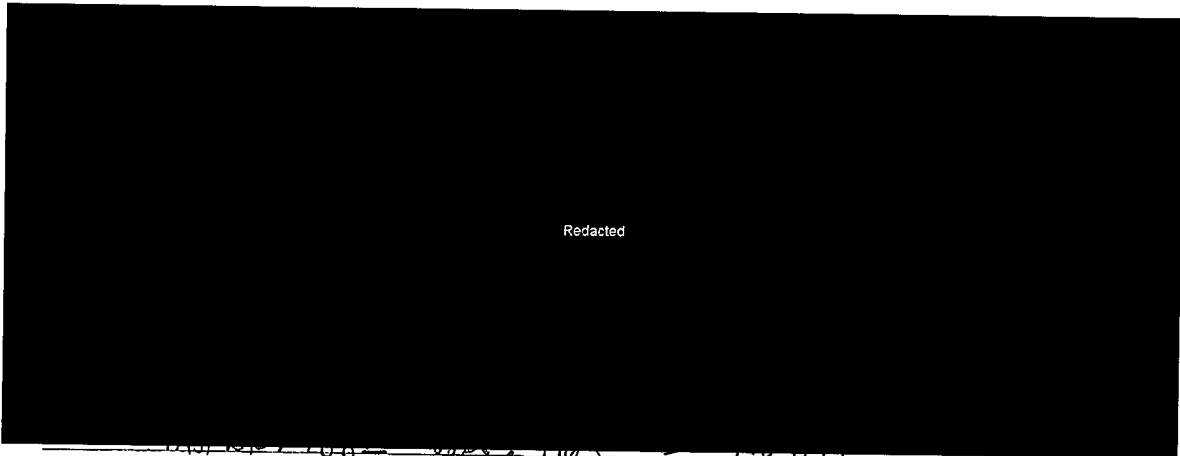
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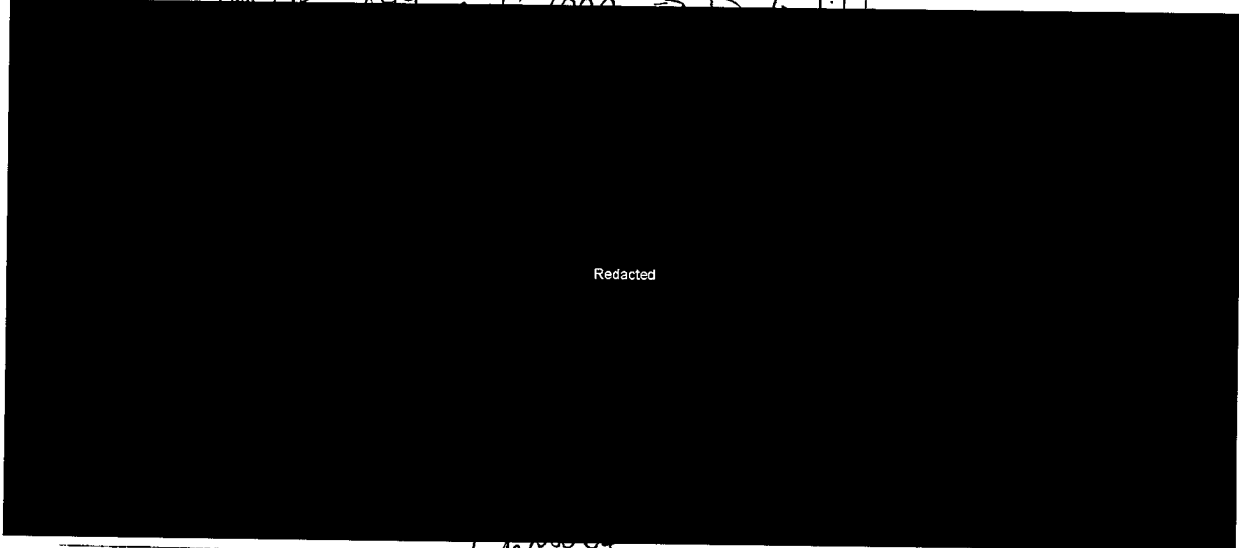
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Redacted

49 last wk: 1834 gal: 2000 \Rightarrow 890 lift
50 last wk: 849 gal: 1000 \Rightarrow 159 lift



Redacted

De. Peel

973.7361313

~~977.6849642~~

~~977.669.6616~~

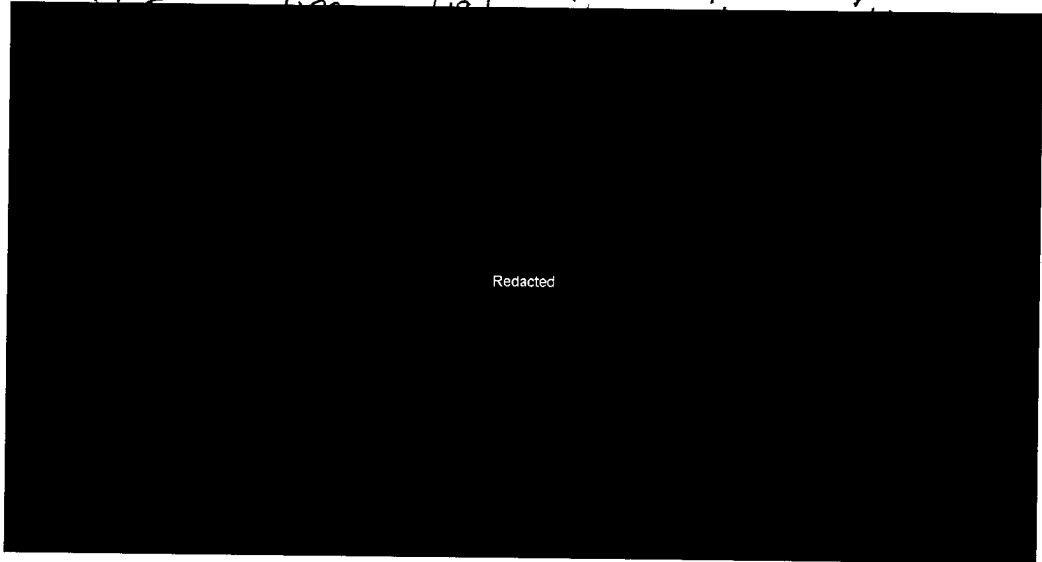
347.781.7798

Mo/4 Tu/4 W/4 Th/4 Fr/4

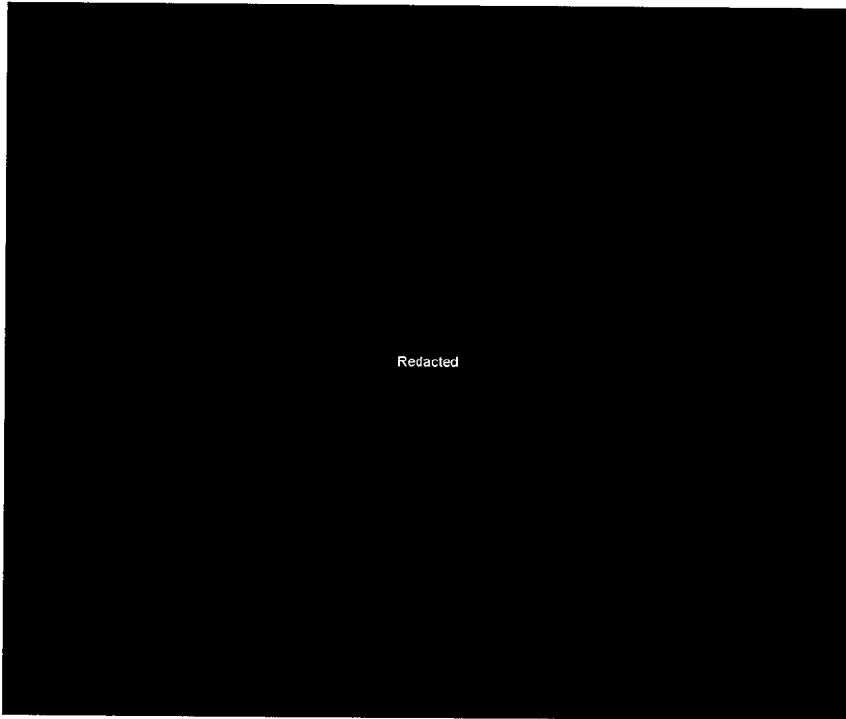


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11/6/49 400/380 400/378 400/387 400/404 400/389



Redacted



Redacted

SS

SS

SS

SSS

11649 Serenity



Redacted

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	SALES	SALES	CC	TC	TC
	TY	Target	90	90	TC
8.17					18.7

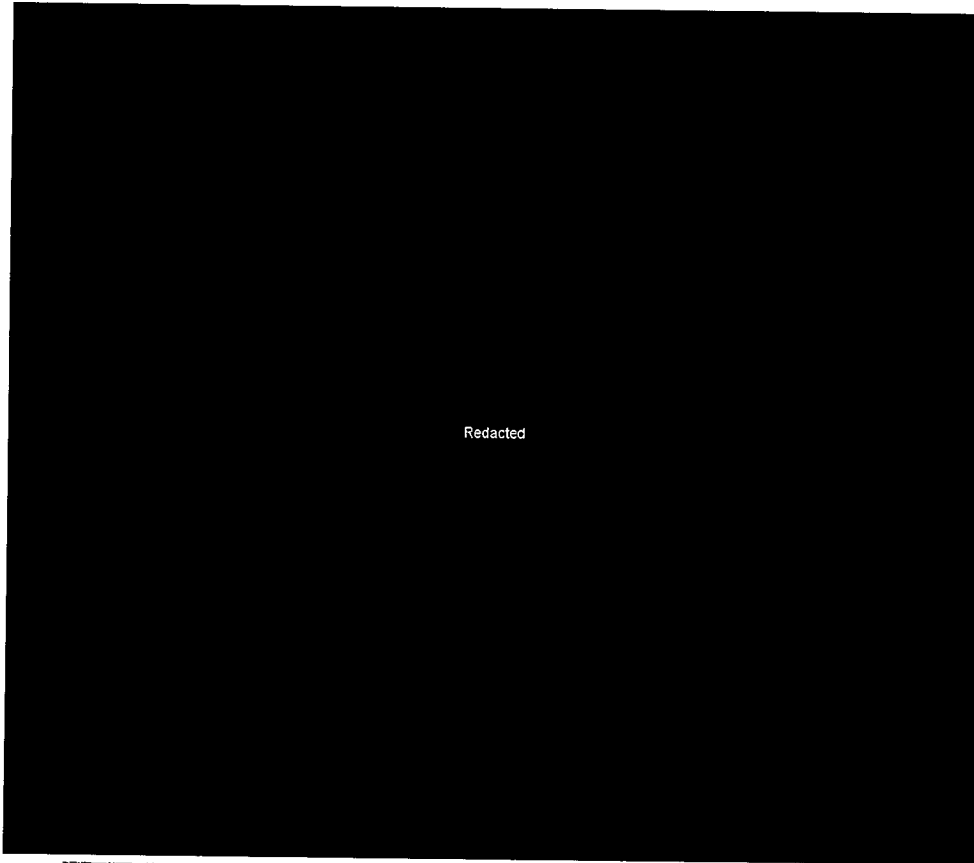
Redacted

11649	84,154	59,885	55.2	52.1	30
11650	78,514	69,902	50.7	4.6	2.8

Redacted

11649	11649 (1.0)	6.6/1.7	2.9	1105/1102/1000
11650				(46%) 2000/1938/1834
				1000/ /849

2.8.10 Team Huddle



email re last week Q&A + opportunities

Security



week of 2/8 Transaction tracking

Mala Tala Wala Phala Fg/A

Redacted

11649 400/380(8) 400/371(8) 400/ 400/ 400/

Redacted

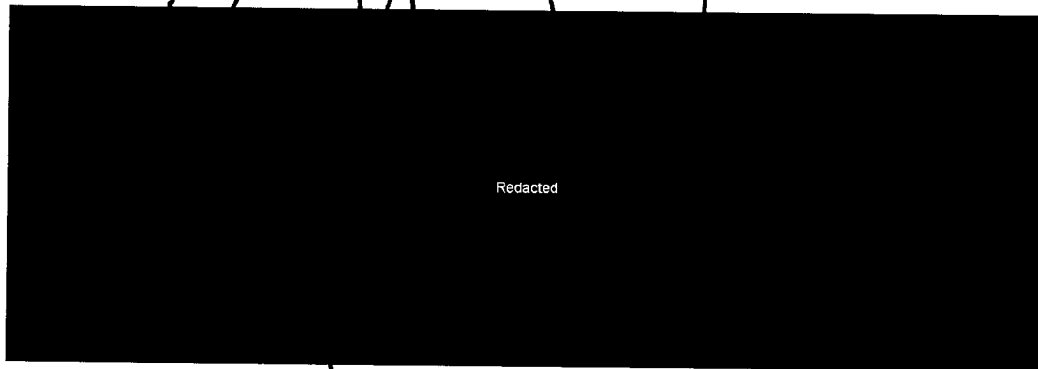
trans
V21 NC# / % OT goal / actual / lw / % growth

Redacted

11649 (.6) 7/2.2 0 2000/1821/

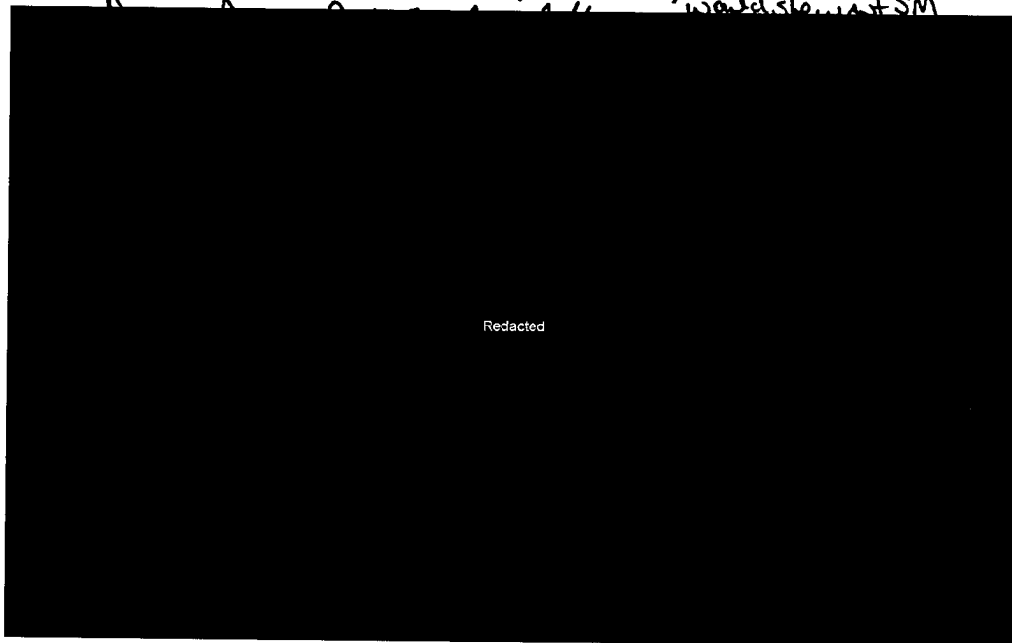
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02/16/10 : ops/packer planning :



Redacted

ASM
RMT 3/1 to Serenity → Erico, Kerri
(Body Shop) → 1st time Food.
lives in Staten Island
was a student SM



Redacted

2/22/10:

Redacted

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✓ Follow up w/ Serenity = Keeci (RMT begins next Mon)

Redacted

v21 N. # / % OT count
Submitted

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11649 (1.1) 8/2.6 0

Redacted

trans goal / actual / lw / % growth

Redacted

11649 1985 ✓ 1797 1819 (9.0)
2000 ✓ 1555 1821 (15)

Redacted

Monday: 3/1

Redacted

Redacted

Redacted

Redacted

• Security = customer voice
from Mark and the 105

3/1 V21 NC# / 90 OT cycle / sept can ^{Hol} _{Hol} / 10

Redacted

11649 (1.4) 7.3 / 2.3 0 X

Redacted

terms goal / actual / lw / 20 growth

Redacted

11649 1985 1807 1717 (2.11)

11649 2000 1807 1490

11649 2000 1807 1490

Redacted

Redacted

3/2:

Redacted

Redacted

• Search: 12 pks
• [unclear]

Redacted

03/02

Redacted

Security

Redacted

Redacted

Redacted

Security = exposite + denik write?

Redacted



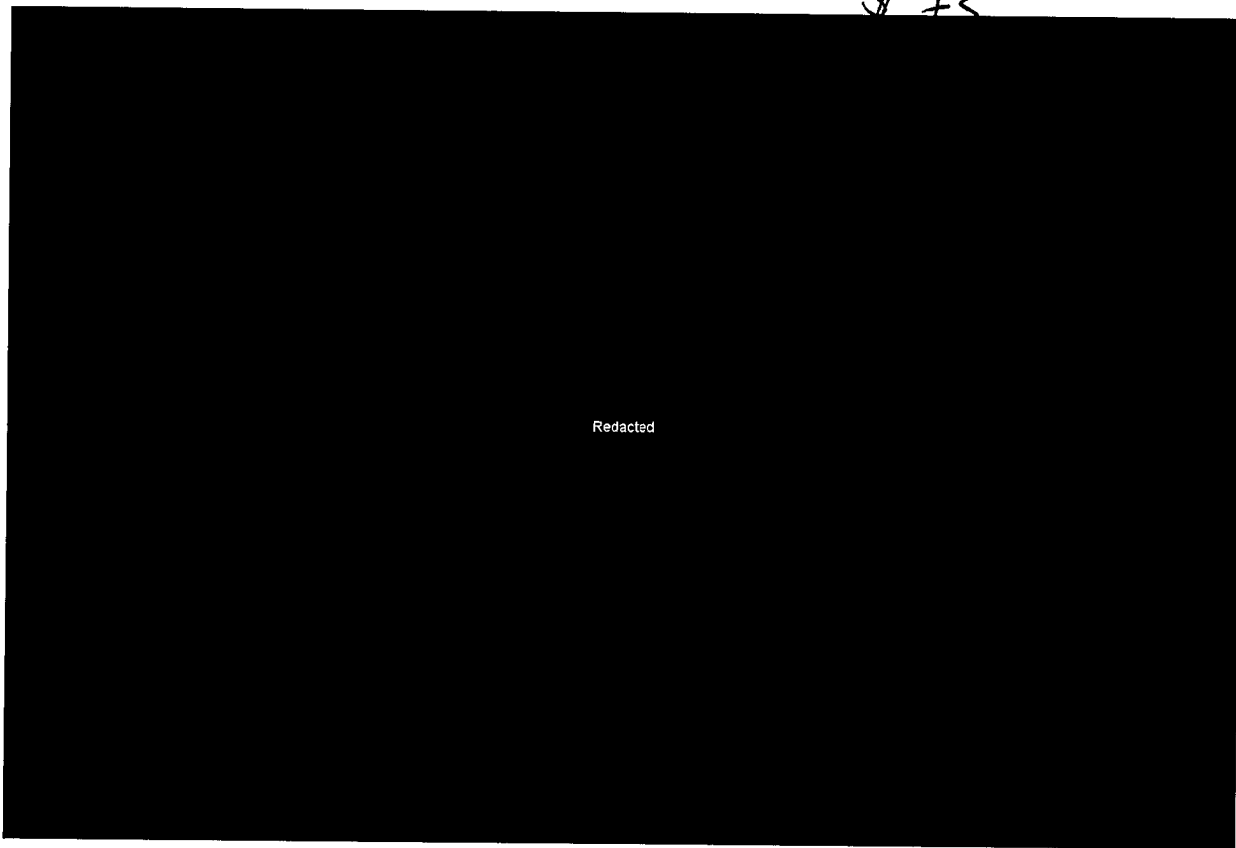
Life At Starbucks, <http://lifeat.sbox.com/>

20 days

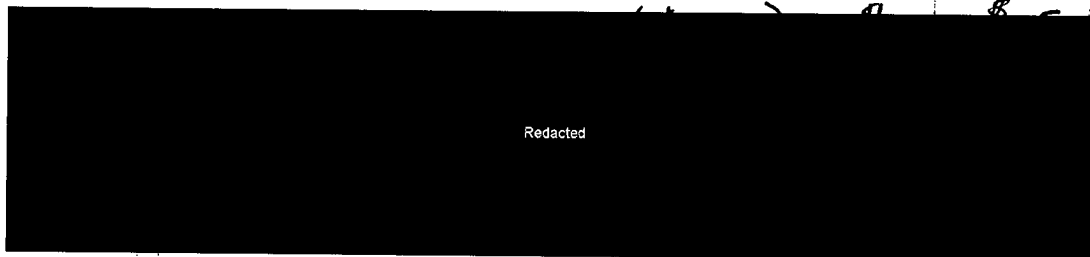
Q2 goal

Q2 QTD

\$ 75



11649 1560 1315 (\$245) \$18 \$40



Via Goale

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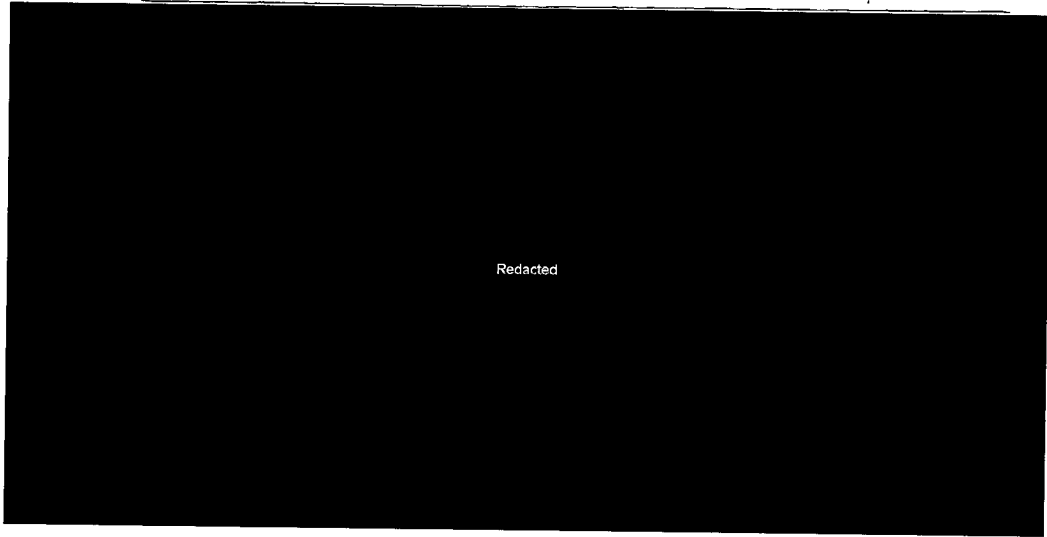
11649

2857

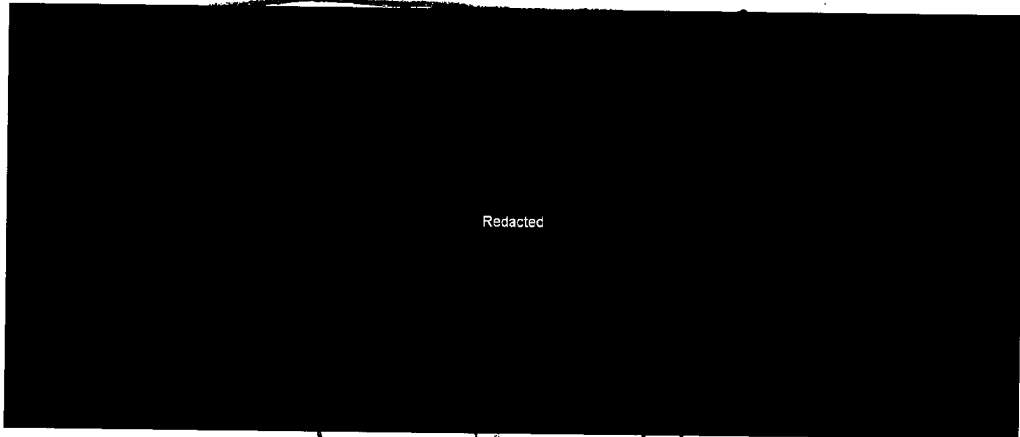
1560

1788

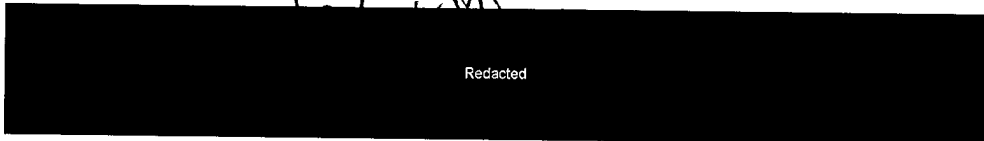
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Monday 3/15

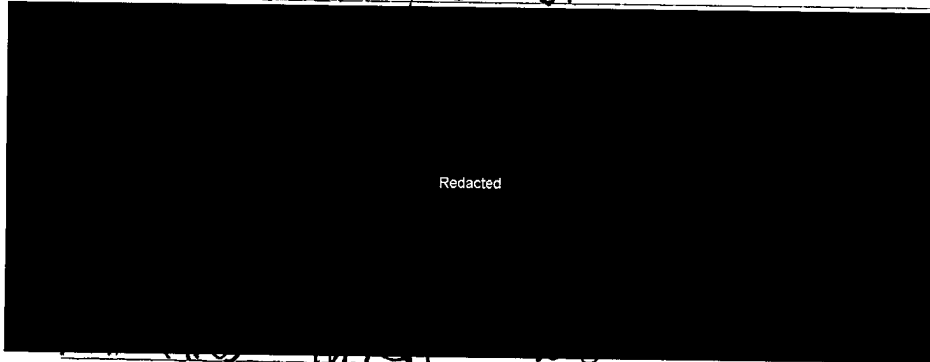


Friday - Security's risk?



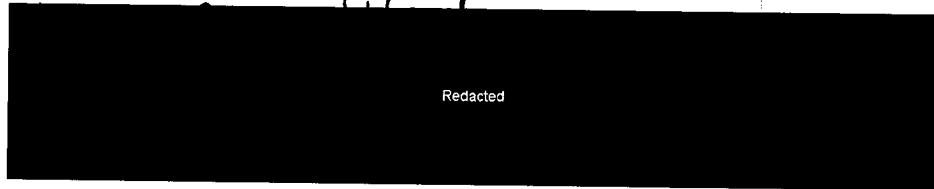
V21 NC# / 90 OT

PVS



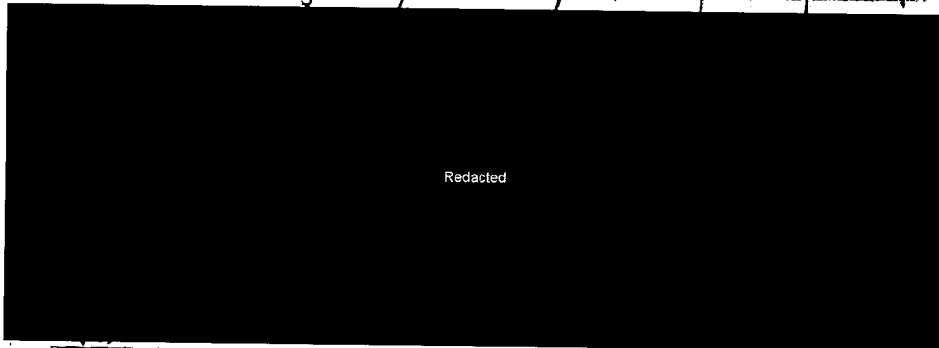
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11649 (2.0) 2/0.6



Redacted

Trans goal / actual / lw / To go with



Redacted

11649

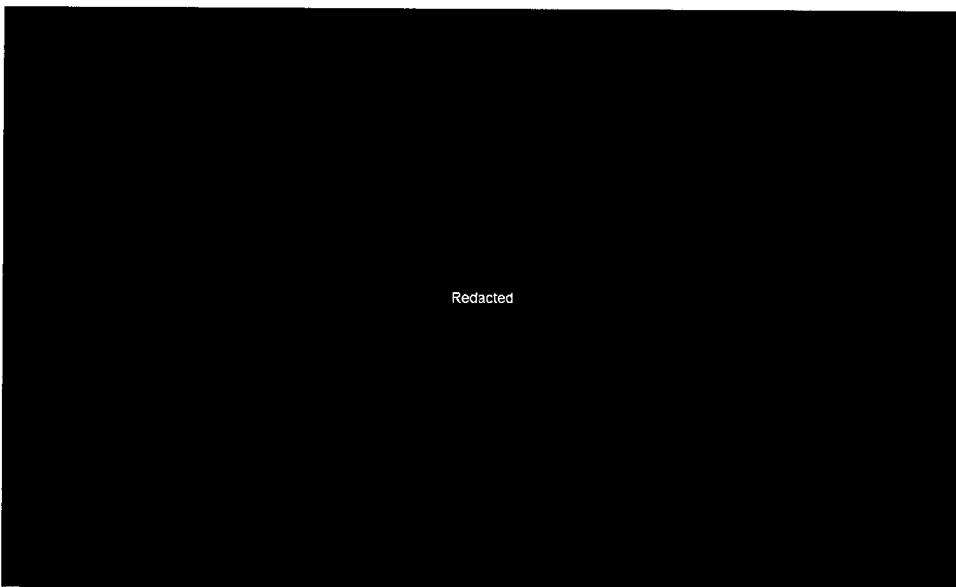


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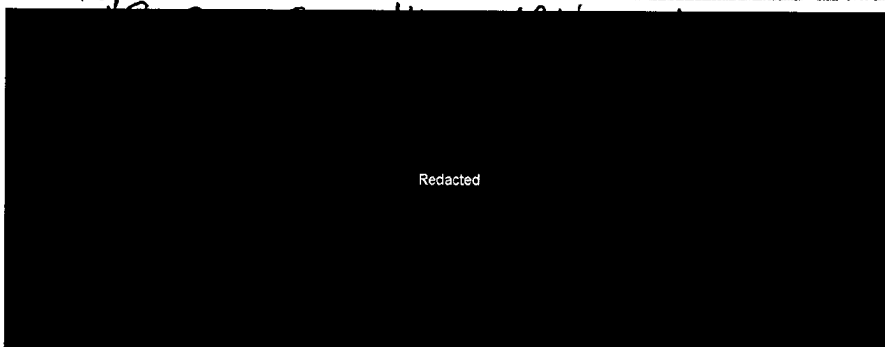
✓ 11649: Swinging door into back room
light above counter
#1200 = ASD approx CC Tom
(capitalize)
walk ab inst

Redacted

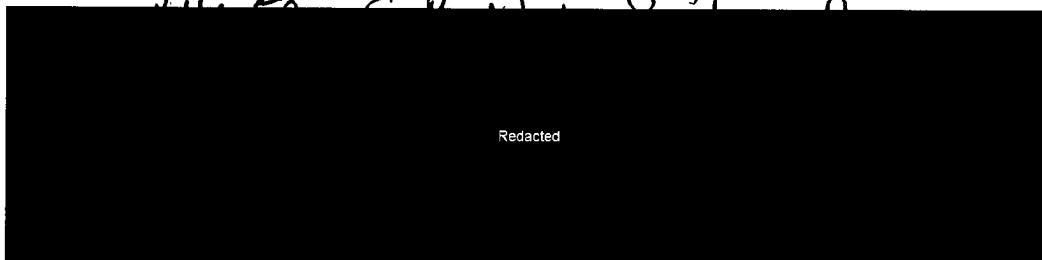


Procture View Survey completion:

Top 10



11649 = 3 left by end of survey



Redacted

SPAN

Redacted

11649

Redacted

4/29 11649

FRIDAY 3/12: 11649 = schedule ^{not posted} to moving
 * names not on warming / oatmeal to go
 * missing menu board
 * not delivering bolo message
 * not distinguishing between Yukon / PPR
 * stock impulse fixies / cubbies
 * re-no chalkboard
 * wait @ bar = no promise
 * use white chalk marker for coffee descriptions

* bolo journey @ expoitee position

* Giselle calling out coffee as bolo + decaf
 : Yukon, decaf PPR

* do partners know description / origin of
 * what time is Leticia schedules to come in?

* Nathan coughs into hand + pushes away hand
 * Nathan does everything asks, needs to smile
 more / more genuine / dingy white shirt
 - points @ people

* Serenity even calling it Bolo

* Nathan looks annoyed to be here

Serenity * some enthusiasm on bar do
 Nathan not even get a thank you.
 Becky * Julissa doesn't look @
 Giselle guests to make connection
 Julissa

Nicksa Keri = delivers premise on all Food

Keri

Leticia

3/15:

[Redacted]

[Redacted]

[Redacted]

* Security = Doc.

[Redacted]

Redacted

V21 NC #/96 OT VIA
[Redacted]

11649 (1.6) 0 0
[Redacted]

trans goal / actual / lw / growth
[Redacted]

11649
[Redacted]

3/15

Redacted

• HUDSON + KING = remove two components
Short => solo

Redacted

Calendar changes

Redacted

Sat 4/10: @ King = 10a - 2p = frappuccino

Go See week of 3/29

training +

certification for SMS.

York Roasting Plant

+ IMS training

Redacted

Redacted

conf. call:

Zakis ✓,

Redacted

Santa

Santa

Chris VAC

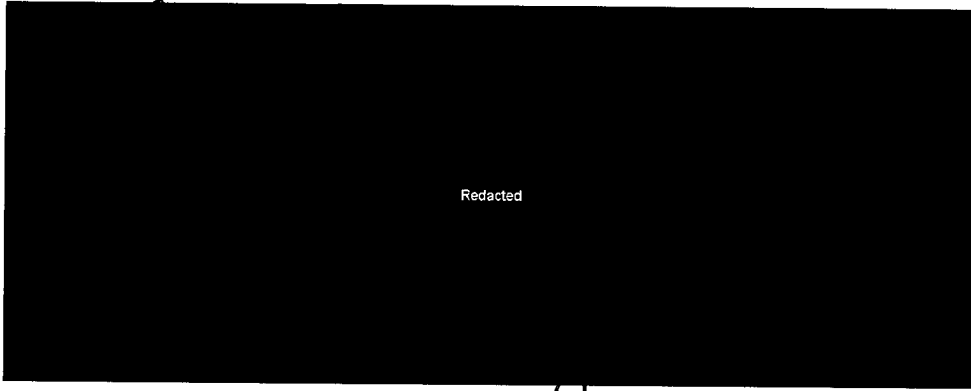
Redacted

4/5/10 v21 NC#190 OT conts submits
842 0 251.5 0 66

Redacted

11649 5.6 7.5/2.1 0
11652 (42) 5.6/2.1 0

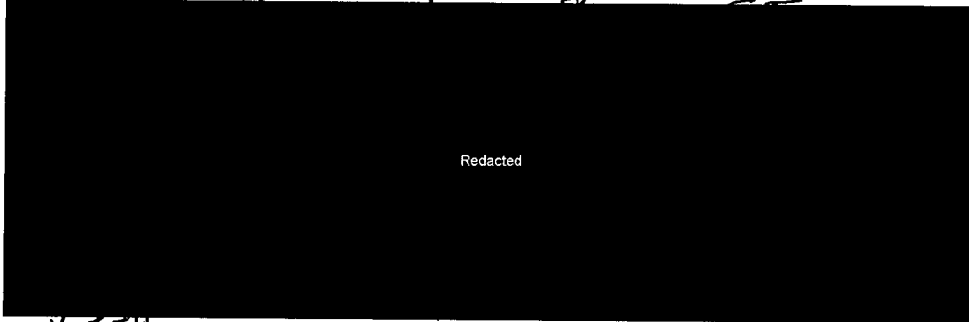
Redacted



Redacted

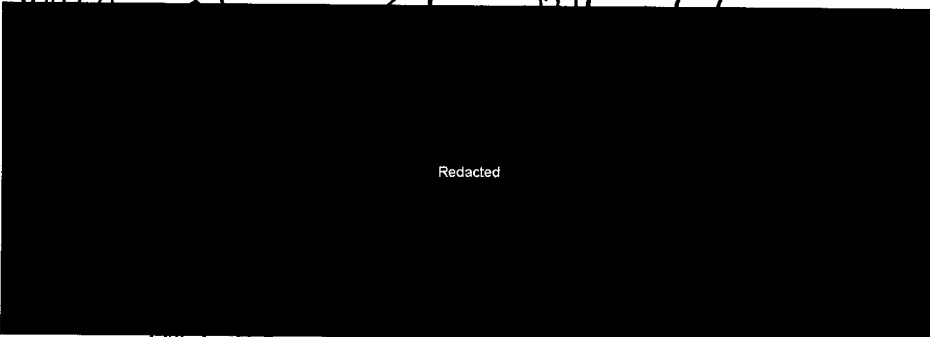
U

	MV21	TV21	WV21	Total V21
1				



Redacted

V 7711				
√11649	-7	-6	-6	-6.9
11150	21	27	121	169



Redacted

110122 11 11 11

Redacted

1 V2I NC % OT TW hrs 2W hrs

Redacted

✓ 11649 (1,2) 2.19 3

Redacted

To Do:

Redacted

Redacted

o Security - PAN for ASM RMT bonus

Redacted

From meeting

extra 45
min

Redacted

11649 = 1

Thurs/Fri

✓

11650 = 2

Sat

Redacted

AOS walk

Redacted

Security = help

Redacted

2/15 2/22 3/1 3/8 3/15 3/22 ^{Easter} 3/29 4/5 4/12

Redacted

11649 1555 1807 1898 1907 1905 1961 1764 1953 1876

Redacted

To Do:

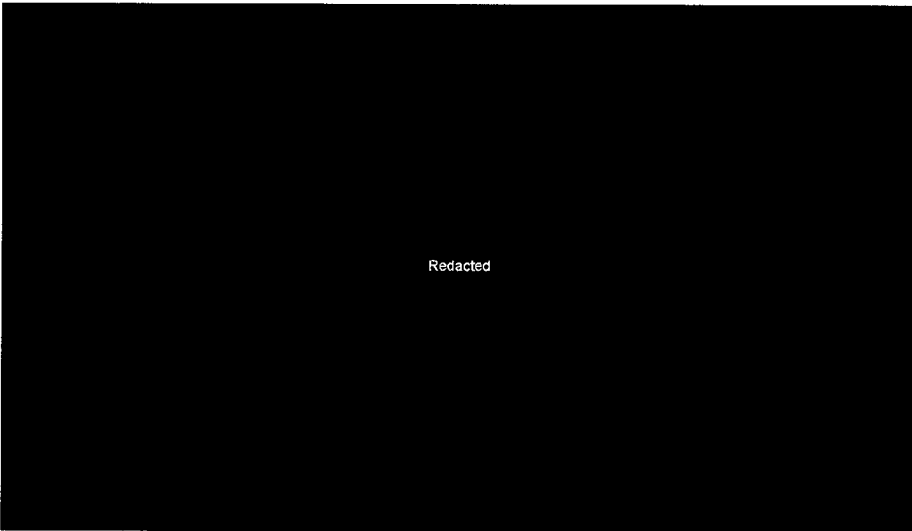
Redacted

① Security → who were 63 training houses for?

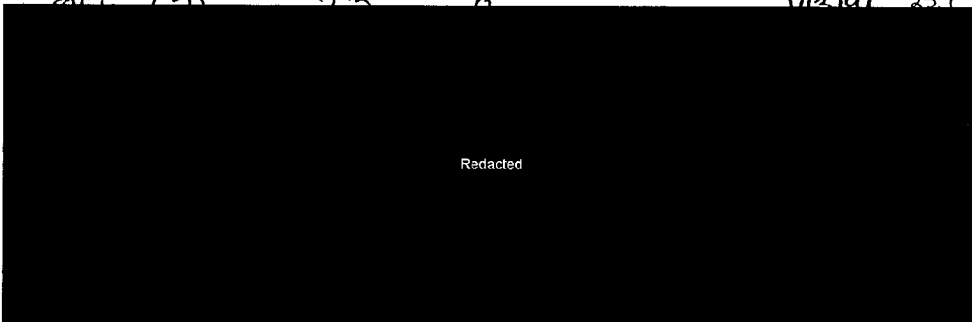
Redacted

Security = deposit for Dep. Not processors

Redacted



4/26 V21 NC 20 OT TRAINING 1/2/01 251



11649 1.8 3.3 0 0 3/9/07 213



Fropp Happy Harz
ladies

Cut
Connect

[Redacted]

Redacted

11649 9 Julius / 1ve 5/4

[Redacted]

Redacted

Cut exp more challenging

[Redacted]

* Customers want to be treated well = Security

[Redacted]

Redacted

Security Marshall 1088330

1674

[Redacted]

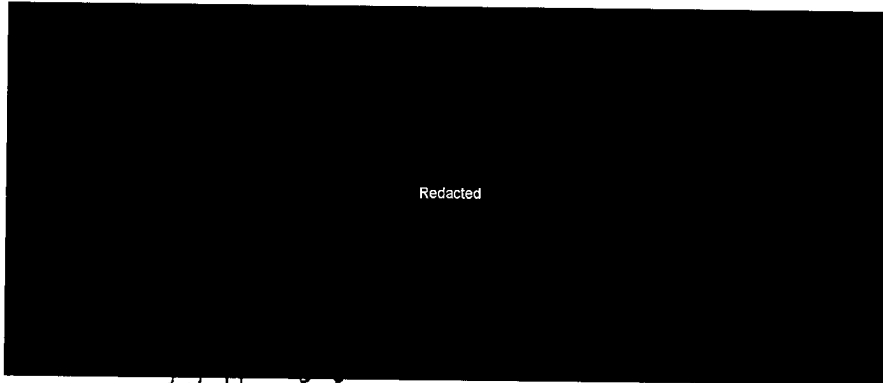
Redacted

ATTN: JEN

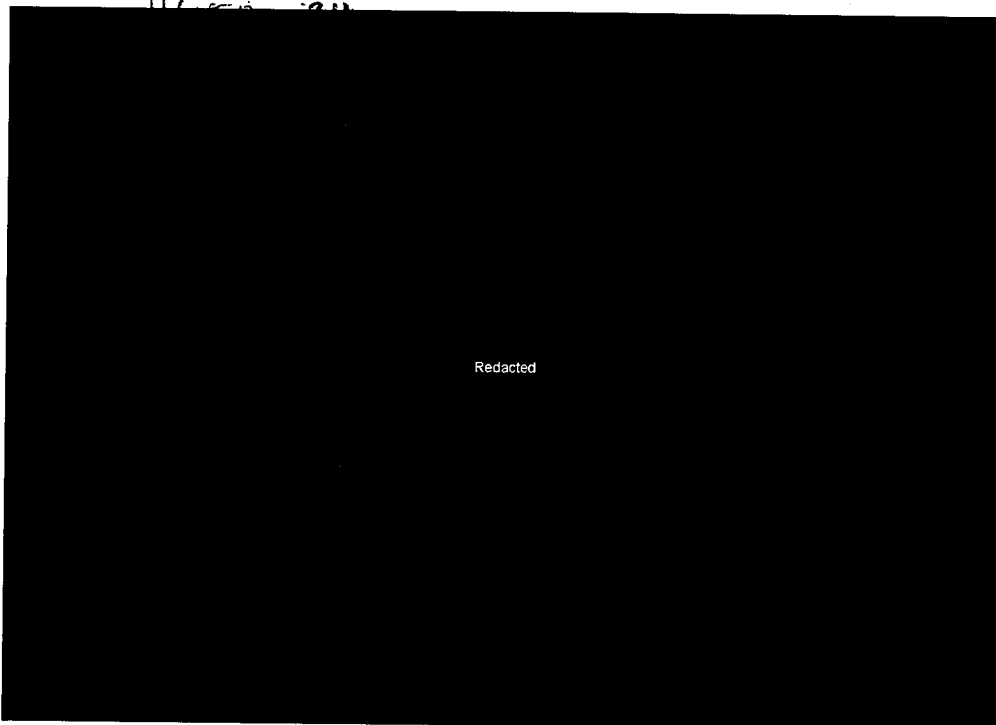
ANDY'S REVIEW IS IN
YOUR EMAIL.

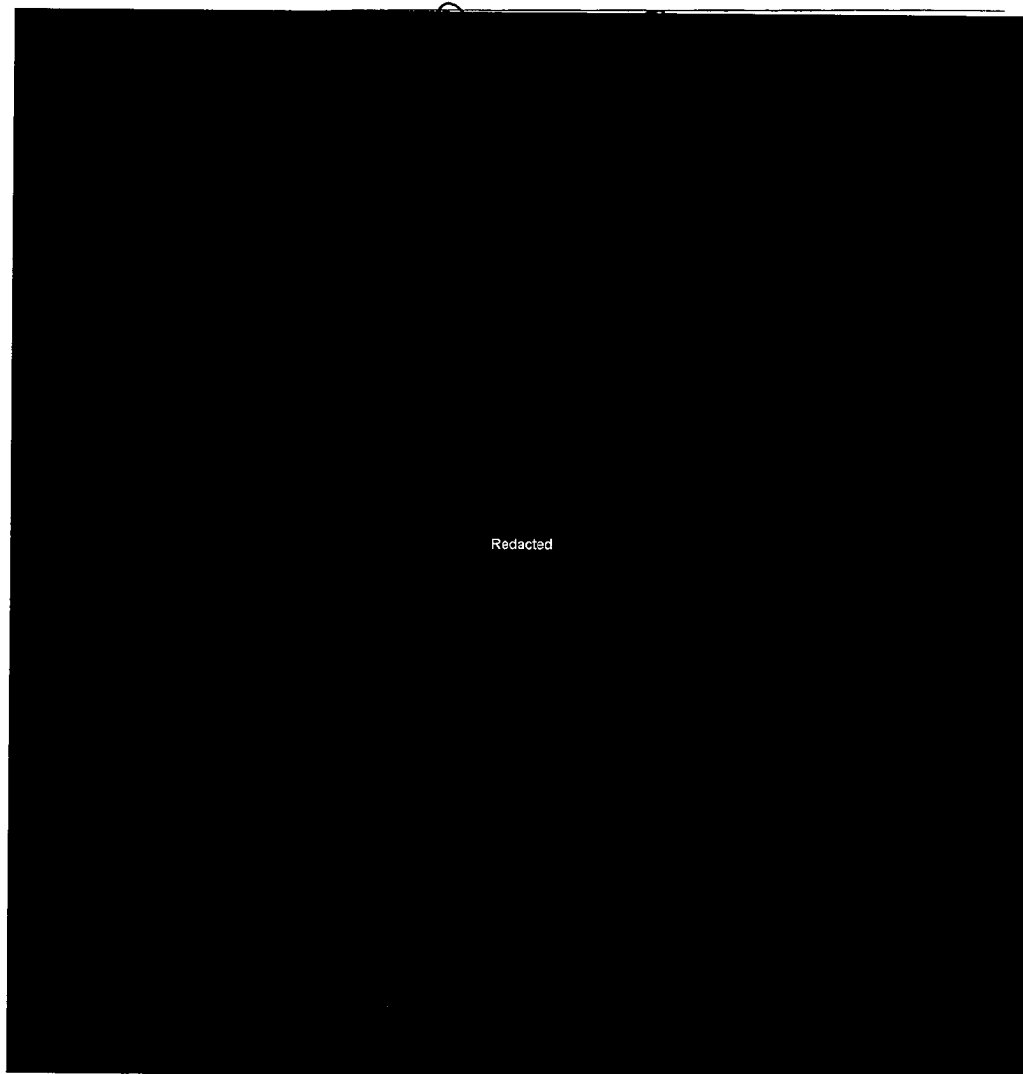
-KEVIN

Spares Force Pkcs out of 100



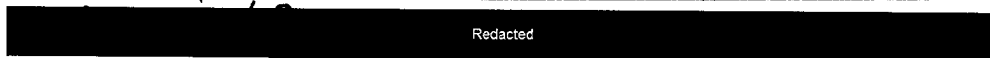
11649 775





Redacted

✓ 11649: 120



Redacted

Dante = Hosan Semya / Julissa / Nia

5/11

Redacted

Follow up Sandy - crash

Redacted

BOH Organization

11649: move all menu boards to front
coffee in front of espresso

- directing customers where to wait Step 3
- credit, move back to happy hour

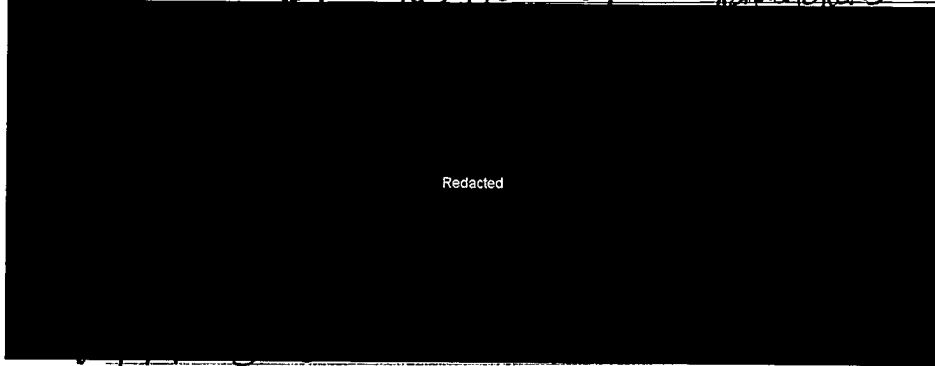
- if customer asks for carrier, put
beverages in

◦ VIA

- Tom: can he close of register first
integrate center / cabinet to close pay

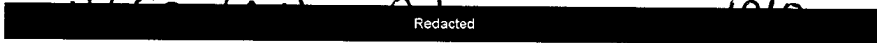
Redacted

V21 NR#190 OT transactions



Redacted

11649 1.3 1.7 0



Redacted

Link through April Term 1096 - 8 (7)



Redacted

Hossein Key = 73 (77)

Redacted



Redacted

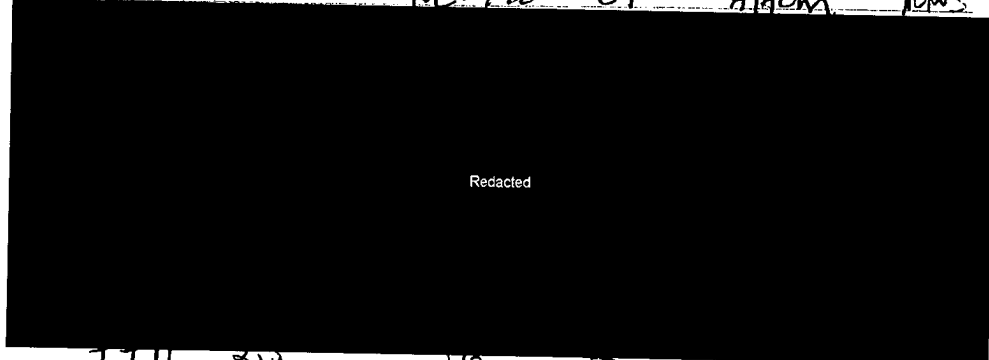
5/19:

[Redacted]

Security = Julissa transfer

[Redacted]

v2 I NCH/90 OT Algem hrs



Redacted

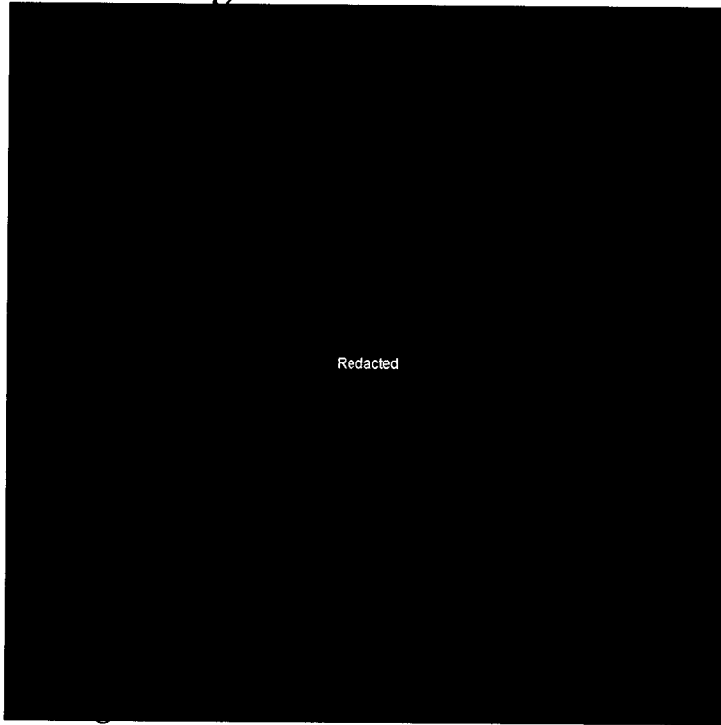
1911 2.5 518 0 100 100
11649 (.1) 9.5/2.45 0 40 1866



Redacted

Handwritten notes on lined paper, including a small dot and some faint markings.

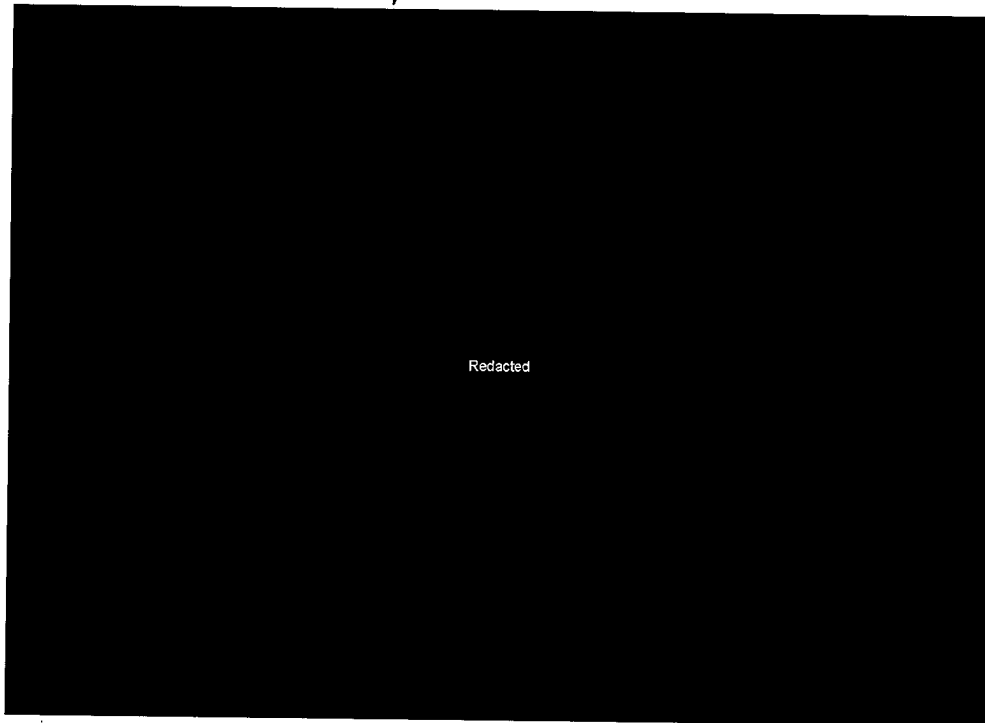
Nine block:



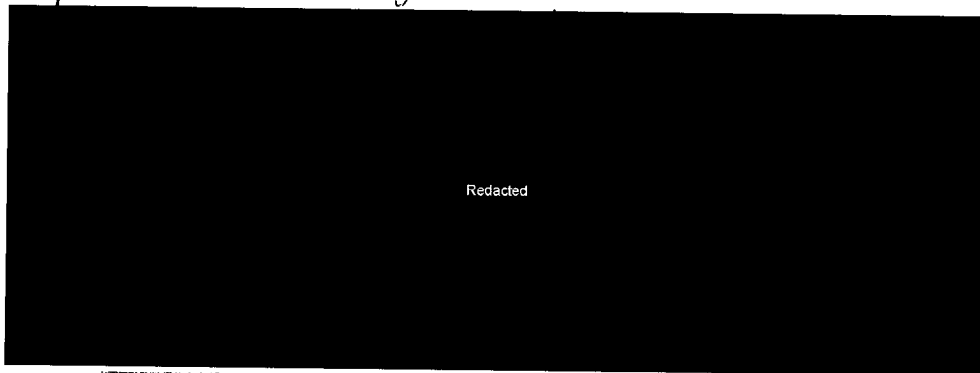
Security Marshall relative to last

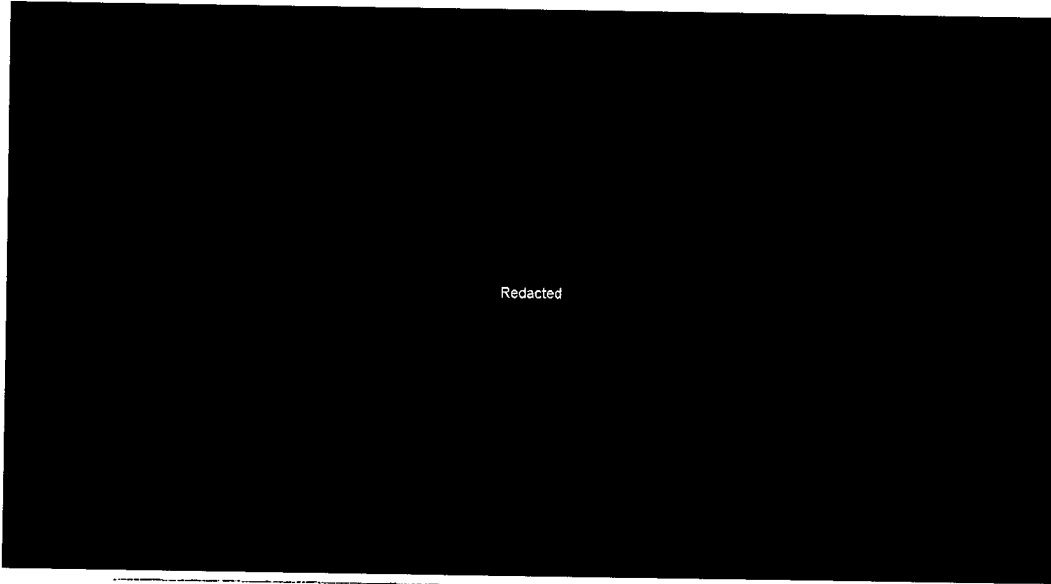


Tom: 5/26/10



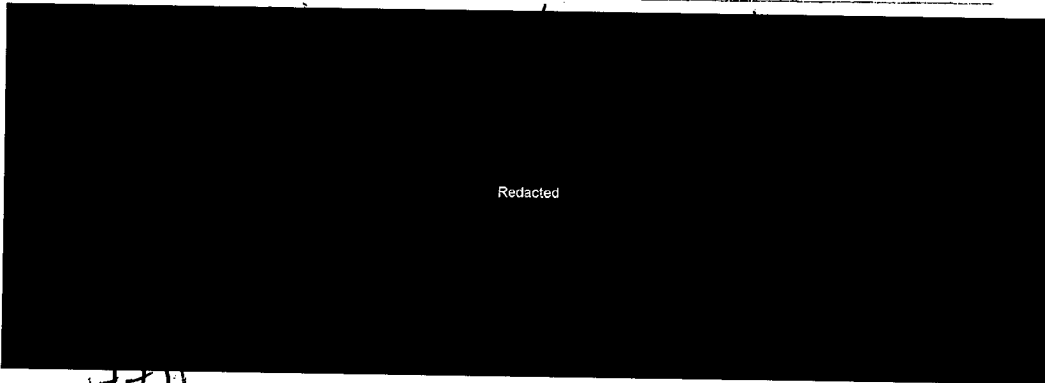
11649↓ pin agate / new bonds





Redacted

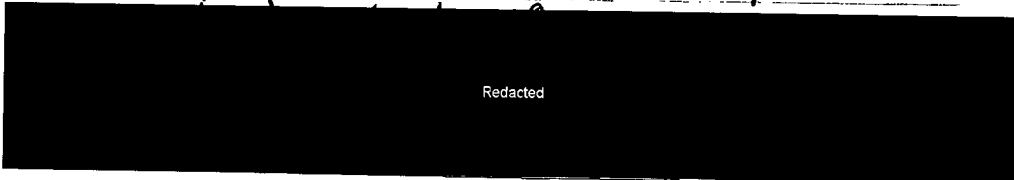
5/31



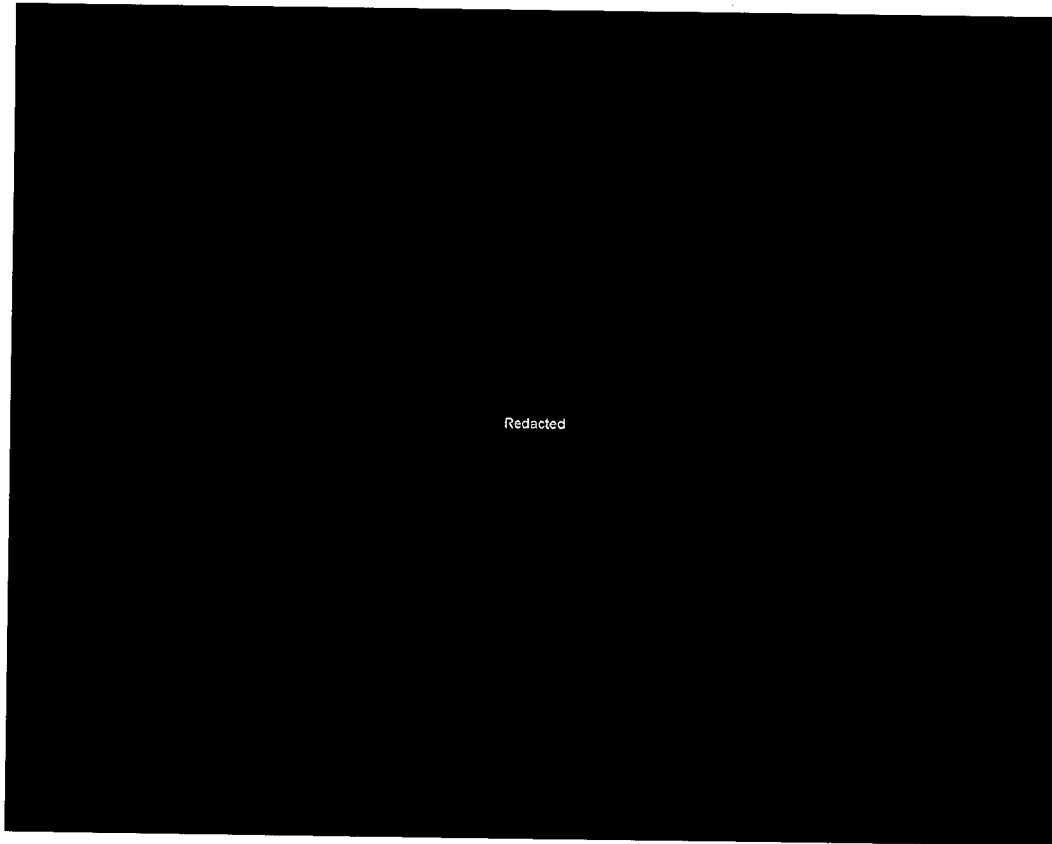
Redacted

5/31

11649 3.7 9/2.2 1859

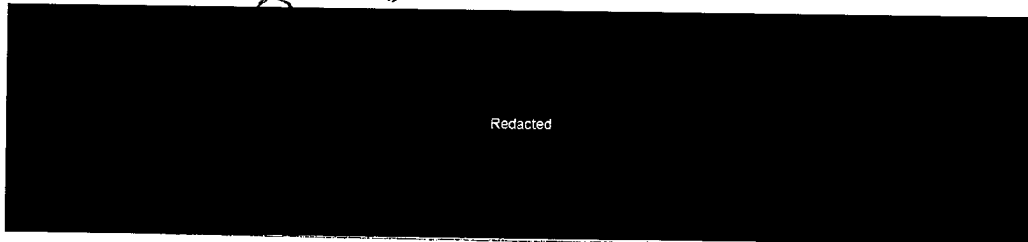


Redacted



Redacted

o from security class



Redacted

11649.

Total wait time: Spin Wrap / Black Tea
10:14

6:20 to register
10:14 to beverage

friendliness on back end guest

(easy)
- friendliness (only) from register +
Stephanie

Line needs to move faster.

Alexis doesn't smile / smiling at register
in customer line / doesn't smile
- takes slow / shoes doesn't say excuse me
- looks like / looks like / looks like

Spice dish in front of us / legs on
chair / legs, from

Serenity = push line when register goes
you need to get ahead of the line

• Cabbies not full / crisp
• BOH = dish = floors / corners

~~James Thomas~~ ? 973.609.2734

Giselle's position ?

party / coffee / bar cup rocks

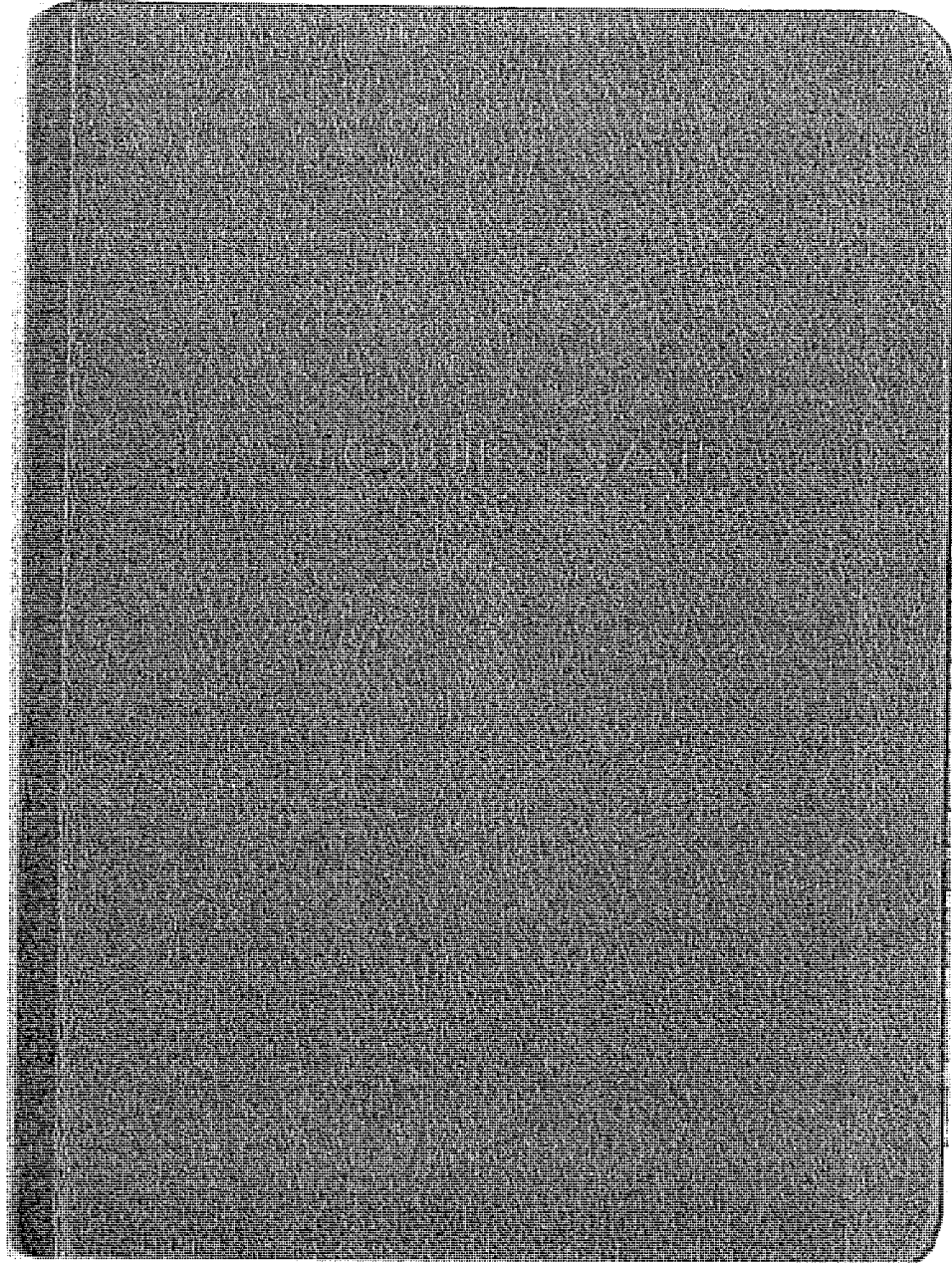
There needs to be a system for her to
have access of live data
who else can expose behind center

The live news probably slow / + production
and still can't keep up

Needs: 2 rock stars on registe - competitive
 (⇒) 1 opposite behind line (if live news slow)
 1 live queue
 1 warmer *drinks under* cold bar
 3 bar
 1 cafe person

What is the lobby stage updatable can line
Are announcements being squeezed daily

Acti = • Puerto schedule
• lobby state revenue



6/7 V21 NC#190 OT Mannerly
TENS

Redacted

11649 02/28 12/23/2010 V/A 4884

Redacted

vac#-plan CV POA

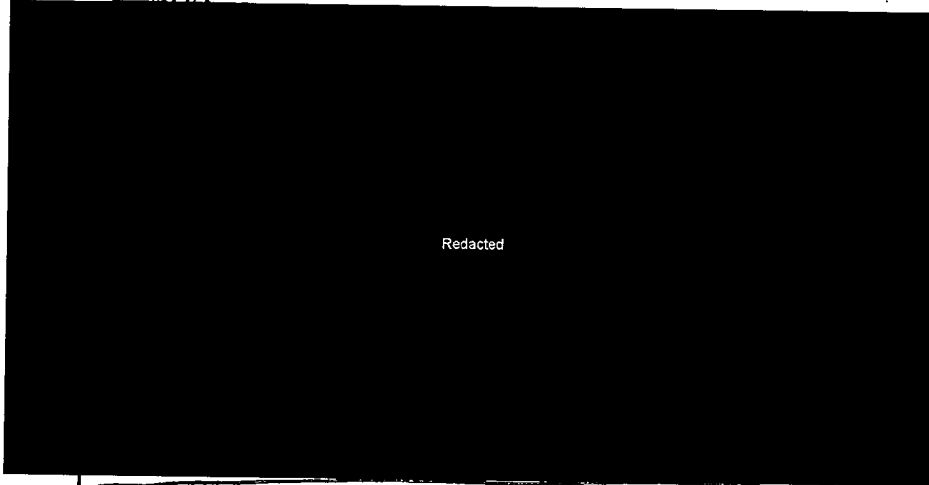
Redacted

11649

✓

Redacted

Handle:



Redacted

Date Change



Redacted

3p = CV check in 7547
- initial meeting 6/9/11 @ 3421
7:00 @ King 7261
11649



Redacted

4th of July Hues

Redacted

Redacted

11649 11:11 PM closed

Redacted

CIV outliers

6/9/10

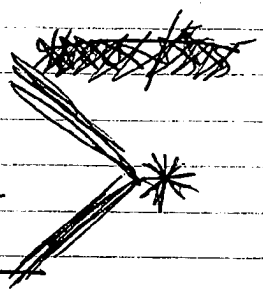
- ° Security = commitment to extra afternoon body
to give out books
- silver sharpie
- lobby repeatable routine
- coffee sessions every other Tuesday

Redacted

VIA outlines 6/10

promotional goals for term

7201 = 61	427
3421 = 55	385
7075 = 51	357
11050 = 42 x 7 = 294	
	1463



* Targets on OCR

* Bulbs in to connect piece @ register

* visual at register that represents goal
so they see where they are

* fully stocked / crisp display

* review = performance

* check retail / impulse on lobby slides

M/6/14

Redacted

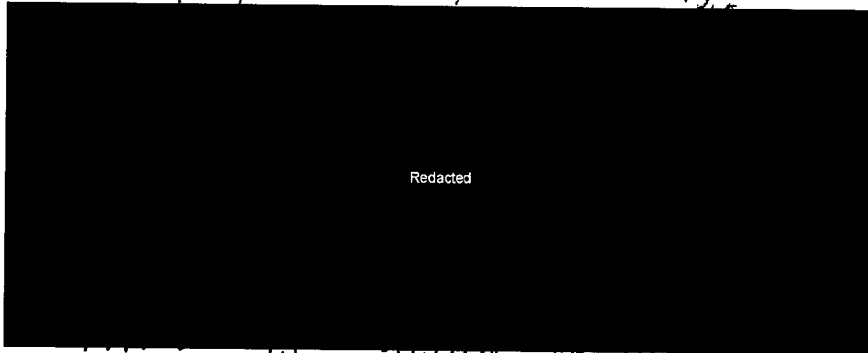
Redacted

~~Security = freedom on books~~

~~Security = freedom on books~~

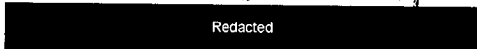
Redacted

8am
reporting V21 NC #/90 OT VIA⁸/904 TRANS.



Redacted

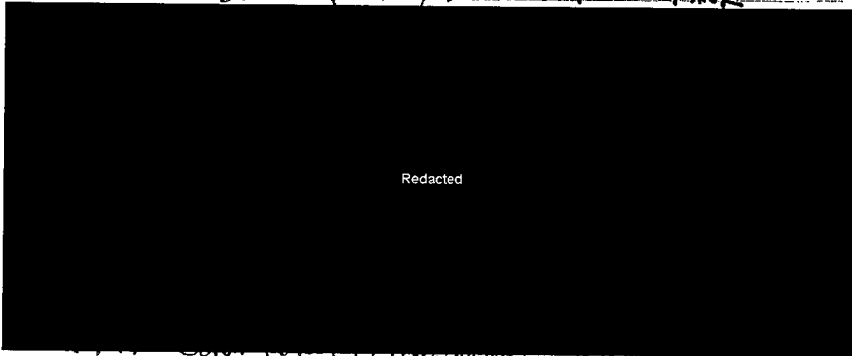
11649 ✓ 6.8 6.6/1.69 8mm 2022



Redacted

District 1096 = 7

PDP completed / for whom Med Ap M M Rank



Redacted

11649 Giselle 77 73 (86)



Redacted

11/6/14 @ 11649

- Customer connection goals
 - Step 3 sounds good = personalities w/ name
- quest: where do cust go for brewers coffee
 - Julius, catch on eye contrast + energy
 - Tracy, catch = hi, how are you?
 - Alejandro, catch = smile, eye contact

• window posting case

• retail wall = fill VIA

• Security: what does cust. connection look like in cafe

• ices coffee menu items coming out of top

• wait time 2:34 forgot / refill (forgot): 5:20

Brewers Coffee Solution

• next steps: catch partners on position today



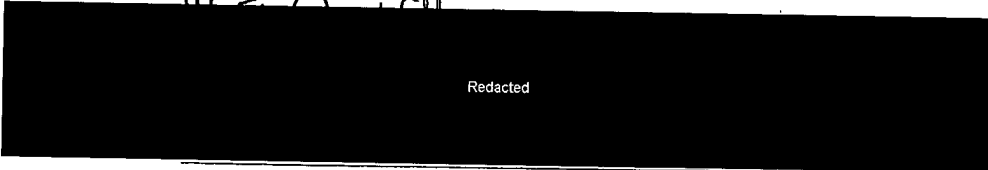
Redacted

60D
MONDAY Ap.
6/15 Succession
Trial-Updates
6/21 Direct. Group
Correct updates



Redacted

11649 ✓ sent Bill w/



Redacted

CV Outline Group 6/14

Redacted

Redacted

11649:

- same preface, same position, until master
- define position directly pre-rush.

Redacted

6/15

Redacted

Redacted

6/15: SPAV @ 11649

• Giselle : Green Apron Crew

- live = paycheck from post Friday

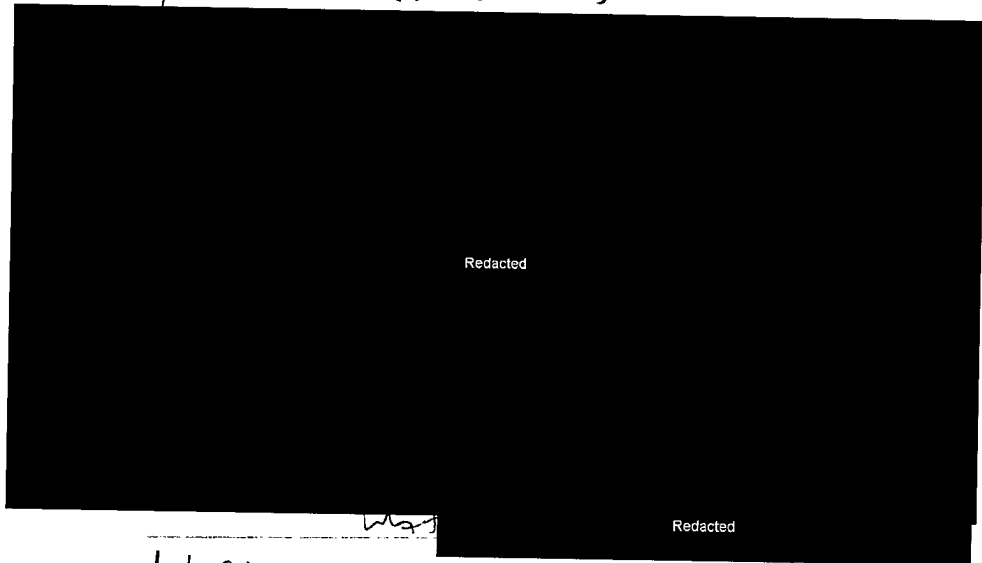
718.295.9583.

Redacted

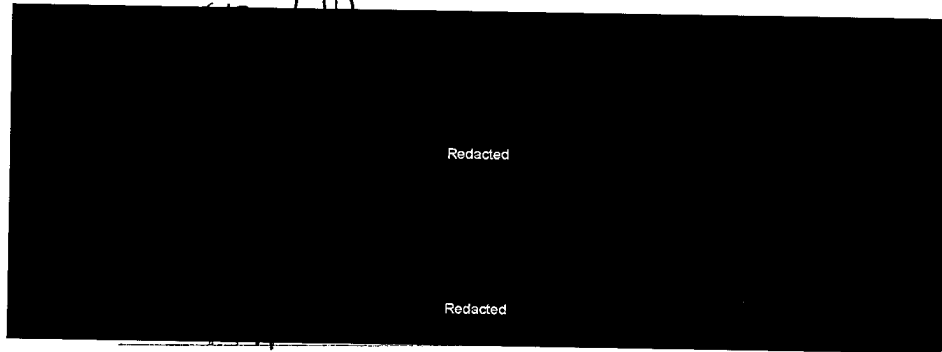
print Screen type both days e-mail

Redacted

Security: document first fax to Carrie
206.318.0324 = Sherrin



Labuse:



11649



Redacted

6/21 : 11649

8. partner deployment

 R^1 Stuart R^2 ?

Define 8,9,10

Bearing = Tracy

deployment

Cup Marking = Alejandro

 B^1 = G. Sille B^2 = Chris = piecing

Wing = Nathan

Live Expecta = Security

cable picture = missing

 CB^1 = missing

Camarot Bn = arch

Energy
Movie?

Promise @ bearing + @ prod/wing has off

Chris + G. Sille keep smiling = duty?

Tracy = very out of pocket

Security = not deep enough as live picture
At least 5/6 witnesses deep

Map. Map

8AM EOD V21 Ne#/90 OT VIA Tmx

Redacted

11649, incomplete TX 8.9

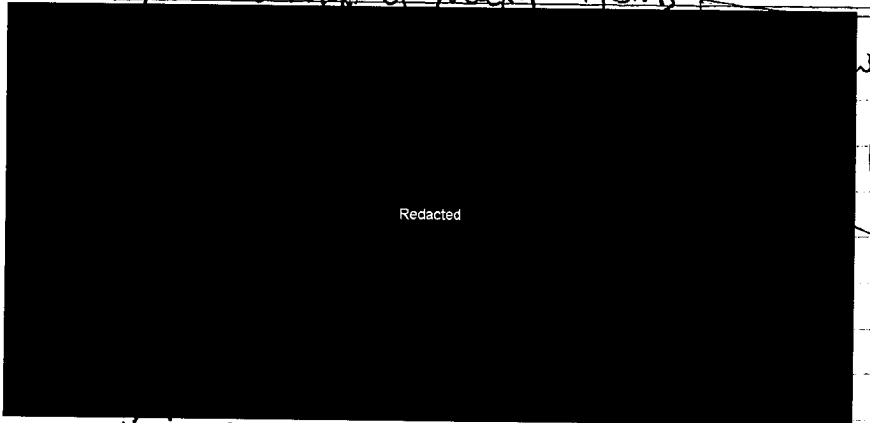
Redacted

Redacted

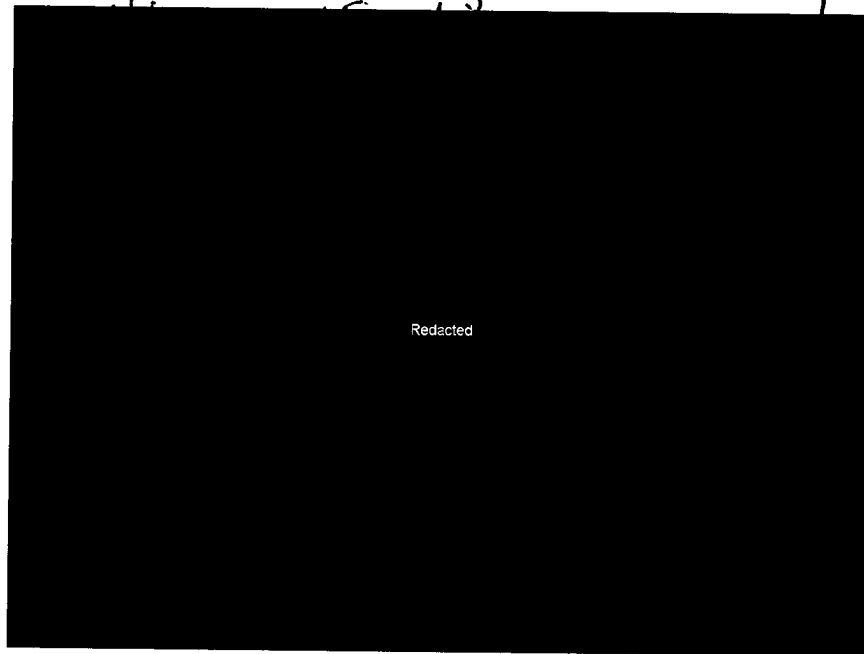
Serenity:

Redacted

6/27: Development Meeting - KMs



1/6/49 & Security 2



Redacted

11649 ✓ yes

Redacted

→ Security / on firm
have to receive
Money + Treasury
suggested act.

Redacted

11649
Shelby, Giancarlo, Kevin, LARA

St. Tam Parish

Redacted

why?

Redacted

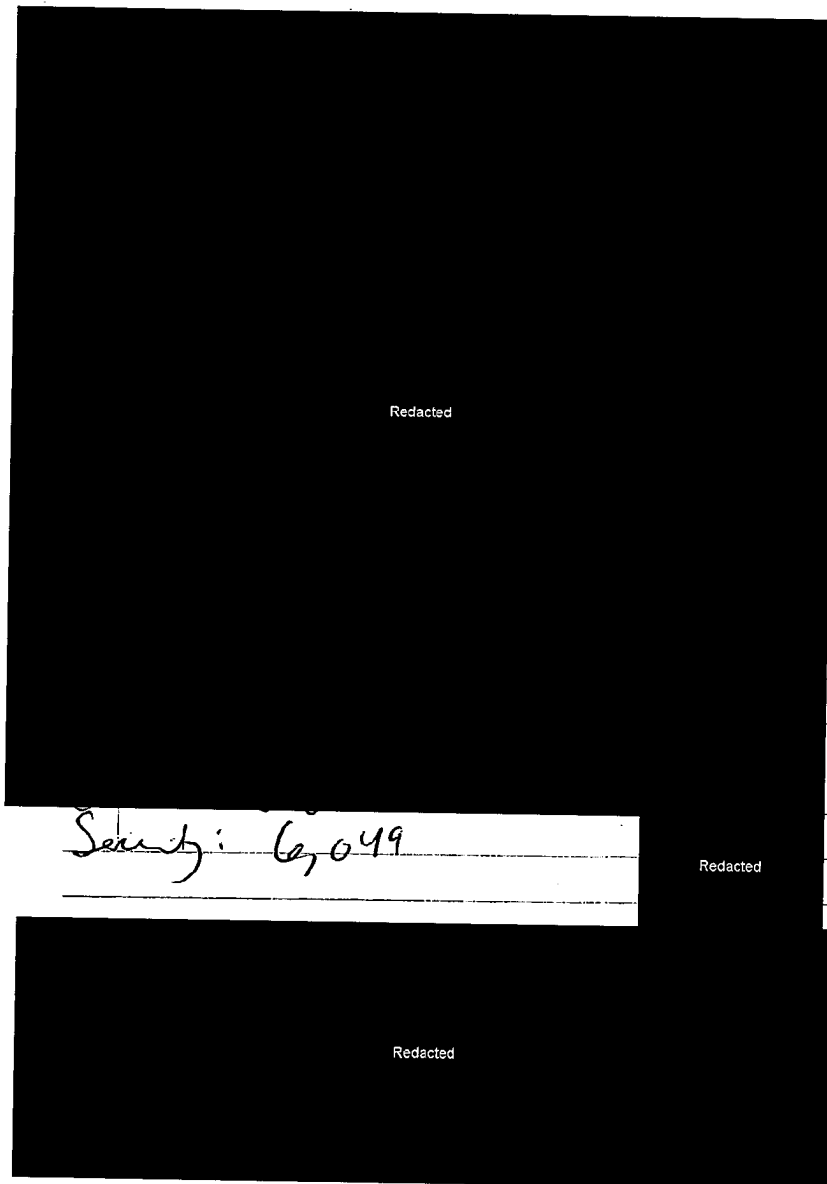
Chris
Smith

Don't?

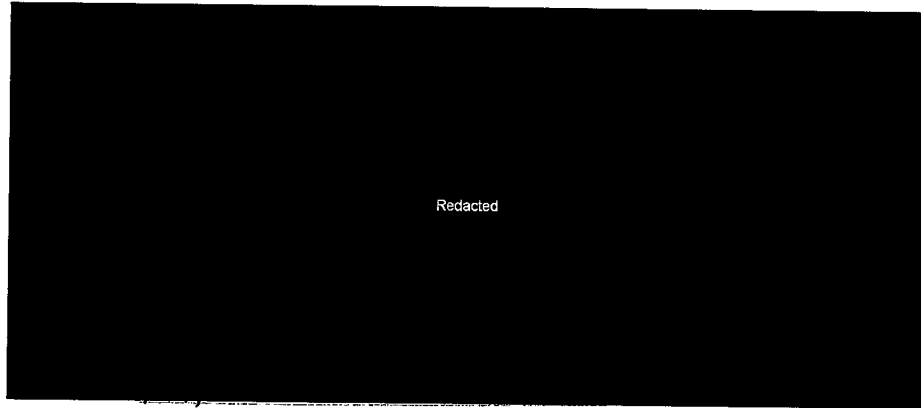
Redacted

Redacted

Redacted

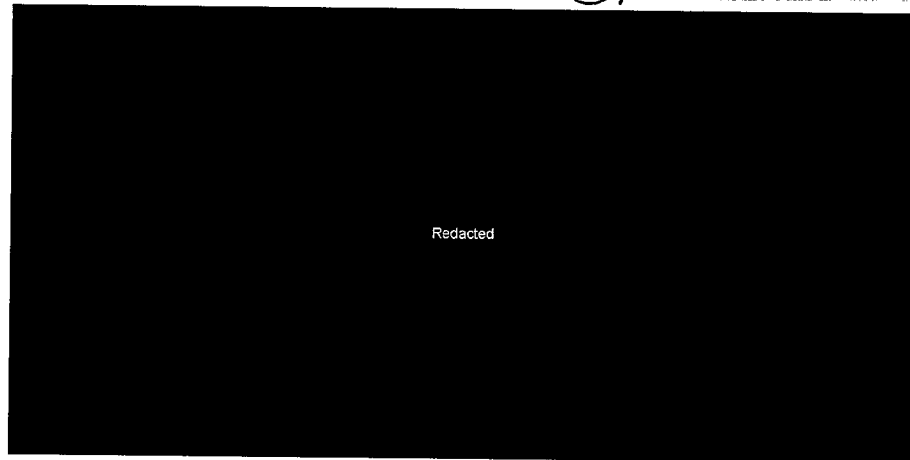


7/26



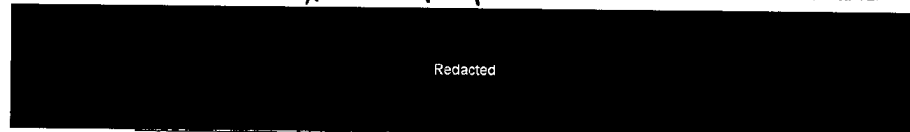
Redacted

11649 (1.5) 1.8 0 2.2 (52/150) 2027

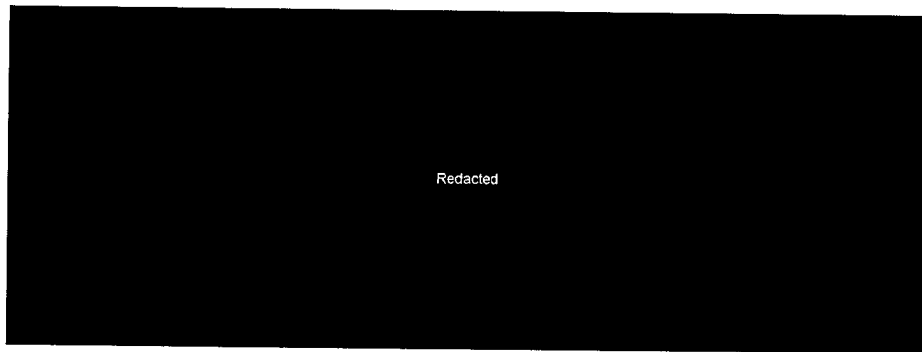


Redacted

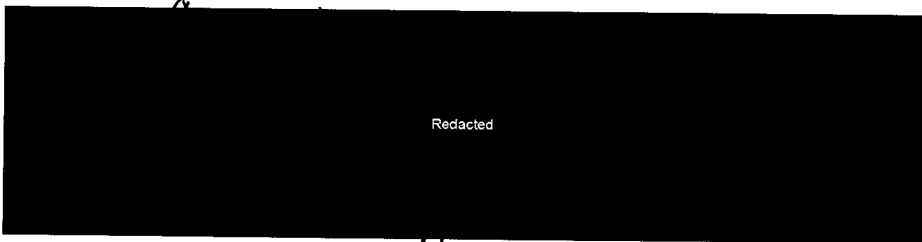
11649 Thurs, Fri 12p-2p



Redacted



7/26:



11/6/99:

• table touches \Rightarrow protein plates - filling out

8/16:

M M

1 2 V21 NC OT TRAIN VIA TRANS

Redacted

11649 ✓

(SICK DAY NOT WORKING)

3.7 2.3 0 0

130/144

1963

Redacted

Redacted

Search / Smt A

Redacted

Conf. of Att. self RAIN 10/15

Redacted

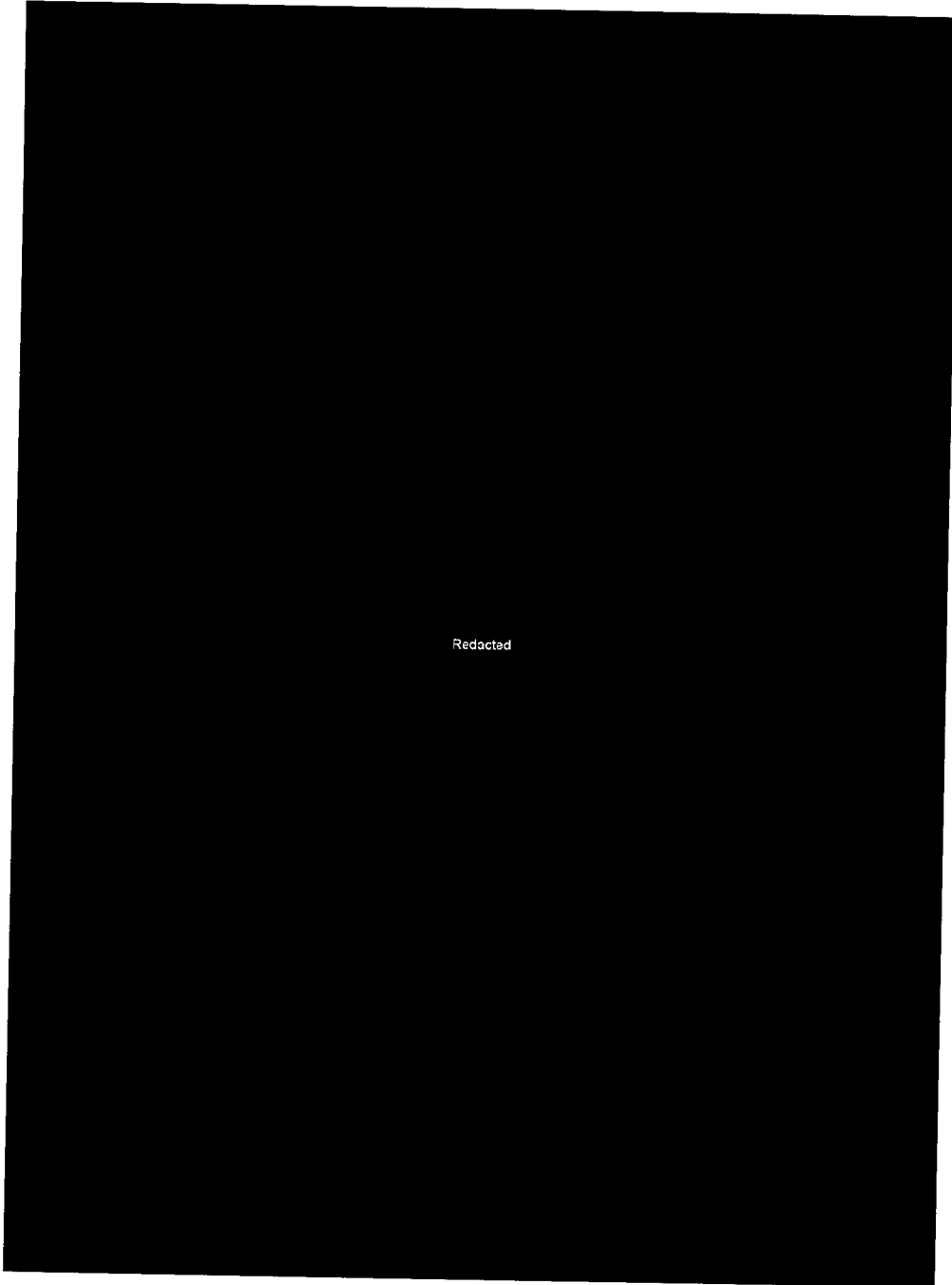
11649 ✓ ✓ ✓

Redacted

* Security: review expectations for the
strategy.

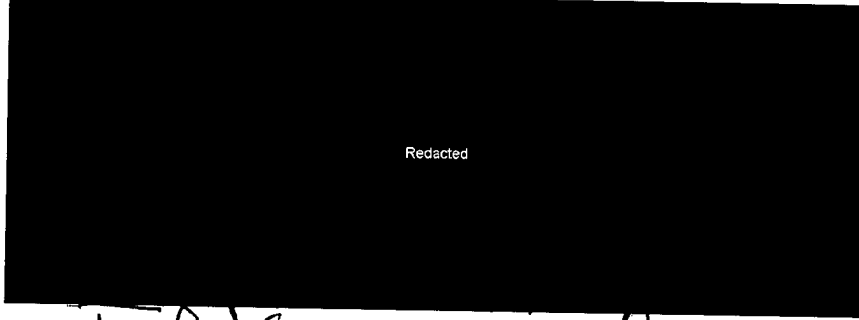
- Starbucks reserve plan by Friday 8/20

Redacted

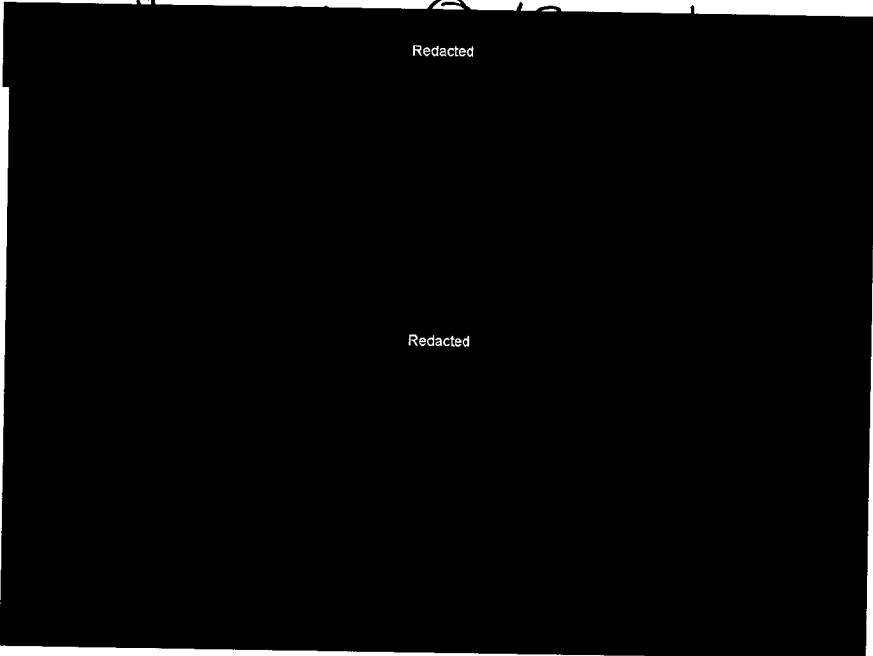


Redacted

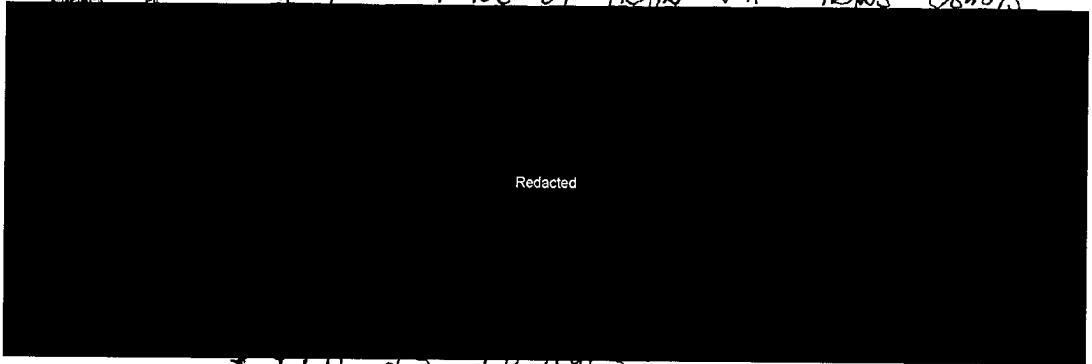
FRIDAY 8/20



Key from Security's side
Security = bang by + alarm code to
Jessica Winesweadle on Fri.

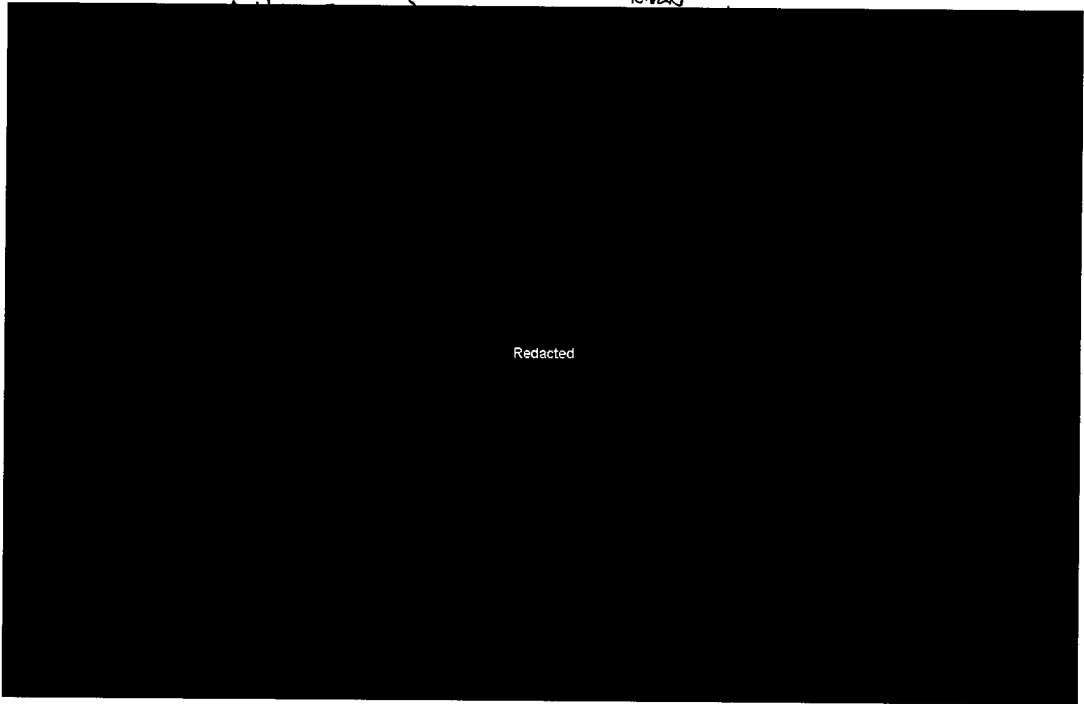


8/30: V21 NG OT TRAIN VIA TRANS CASHO/S



Redacted

* 11649 0.1 2.0 0 25 (NGO) 216/150 1949
Knew



Redacted

Tuesday 9/7 = huddle w/term 1 p-4p

Redacted

Star 9/25 11-37

Redacted

Post 2 3

Redacted 11649

Sept. 28th 29th OR Office 30th

Redacted

11³⁰-12³⁰

Redacted

11649

Redacted

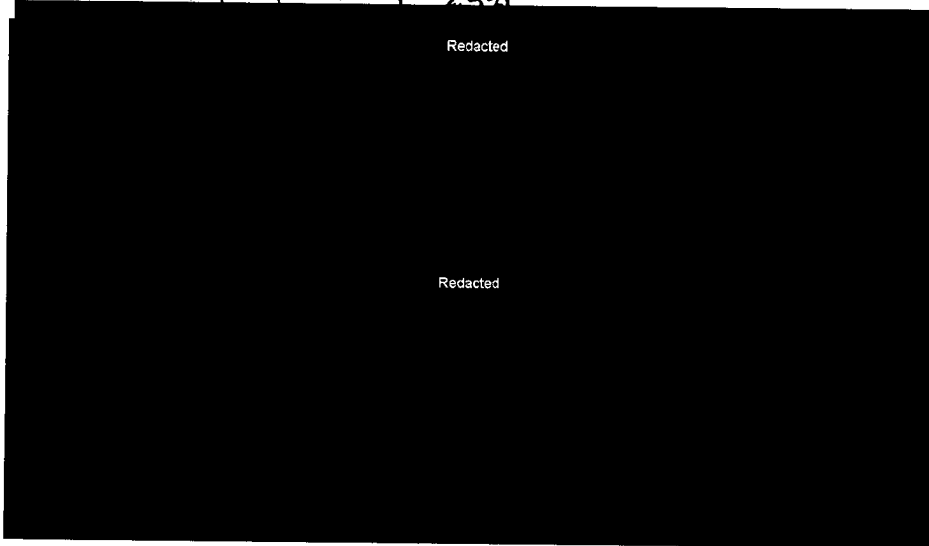
photo
e-mail

Muz/hes T W Th F Sa Su



Redacted

11/6/09 0/0 (3,8)/(3) 2.09



Redacted

Redacted

Monday 9/6

V21 NC OT TRIN VIA TRNS O/S

Redacted

11649(1.9) 2 1 4.13

Redacted

Tuesday 9/7

Security 7/6 9/7

[Redacted]

Redacted

RMT Boxes
for Security - [Redacted]
- [Redacted]

[Redacted]

- Security - Follow up

[Redacted]

Redacted

CV action plan P. 2 Analysis

Redacted

7711

11649 ✓

✓

Redacted

Thursday 9/9:

Redacted

Redacted

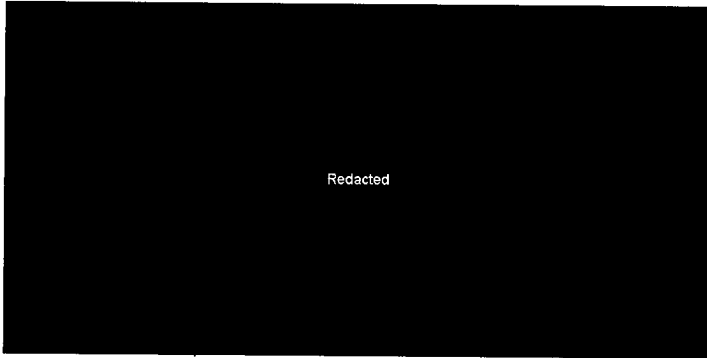
• Security = Guilla / Tony

Redacted

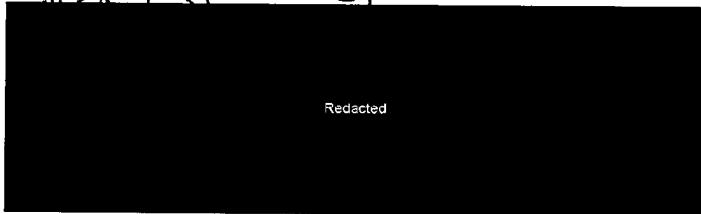
• Security = Barro for trip

Redacted

Ex. V21 hours



11649 (1.5) -3
11650 (1.3) -1



9/13.

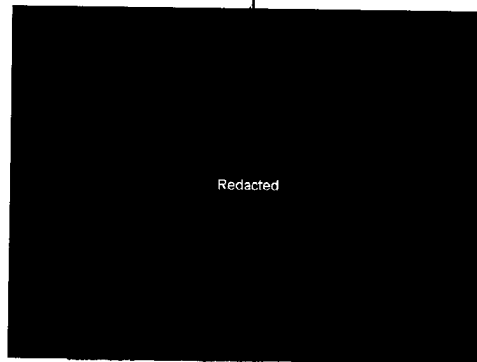
VZ1, NL OT. MIN VIA TRANS O/S

Redacted

11649 +1 (+3) 2.2

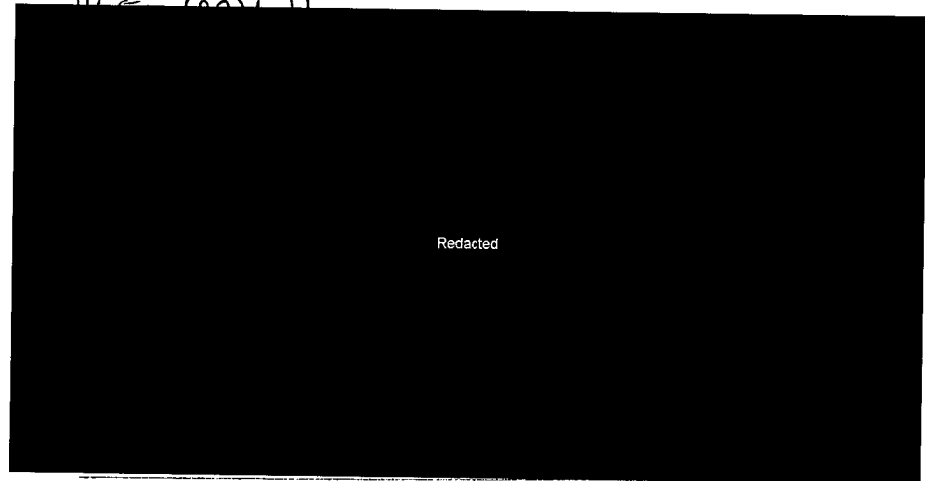
Redacted

Thursday
V21 WTB



11649

11/11/11



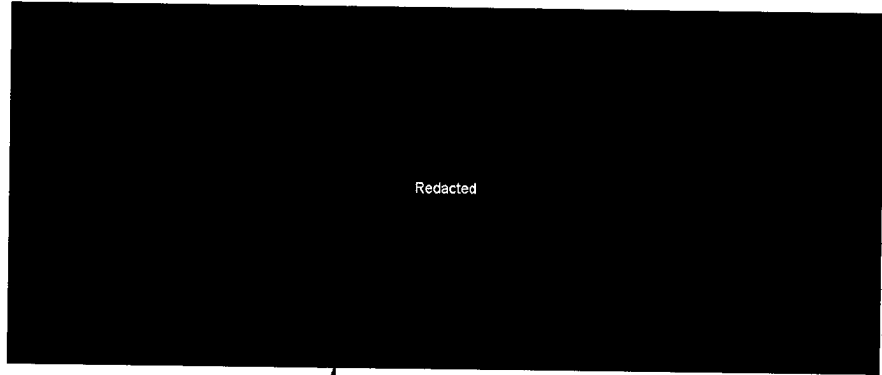
9/20: 1096 #5

V21 NC OT TRIN TRANS VIA O/S G1

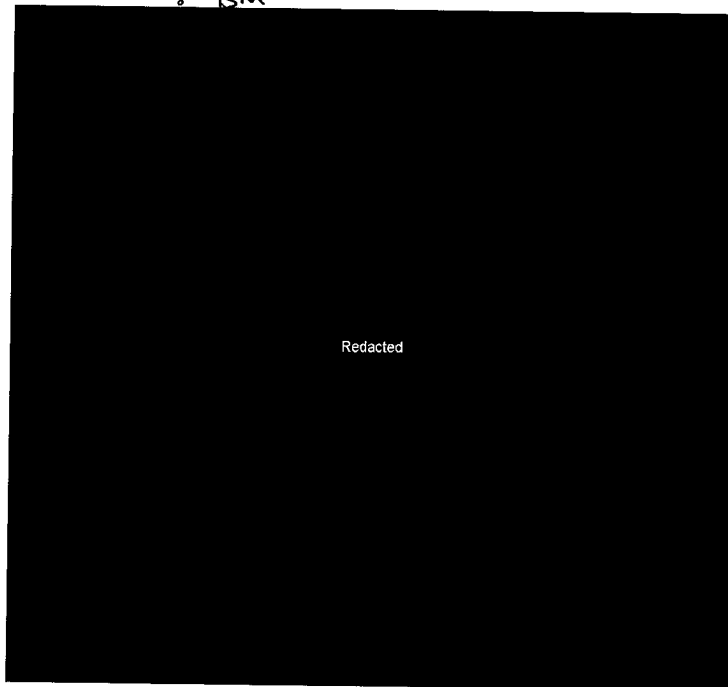
Redacted

11649 (.4) .5 0 1 hr.

Redacted



0116490 15M
255 gap = 15M
15M



ASM gap

Redacted

11649

Redacted

Redacted

Redacted

Redacted

9/22 ^{9/22} _{9/22} conf. call schedule 9/27

Redacted

11649#

✓

MISSING

Redacted

Schedules:

11.6.49: When me Giselle, Nathan, Alleges
tany?

why isn't Alleges schedules
also Incorporated Fall 2

Redacted

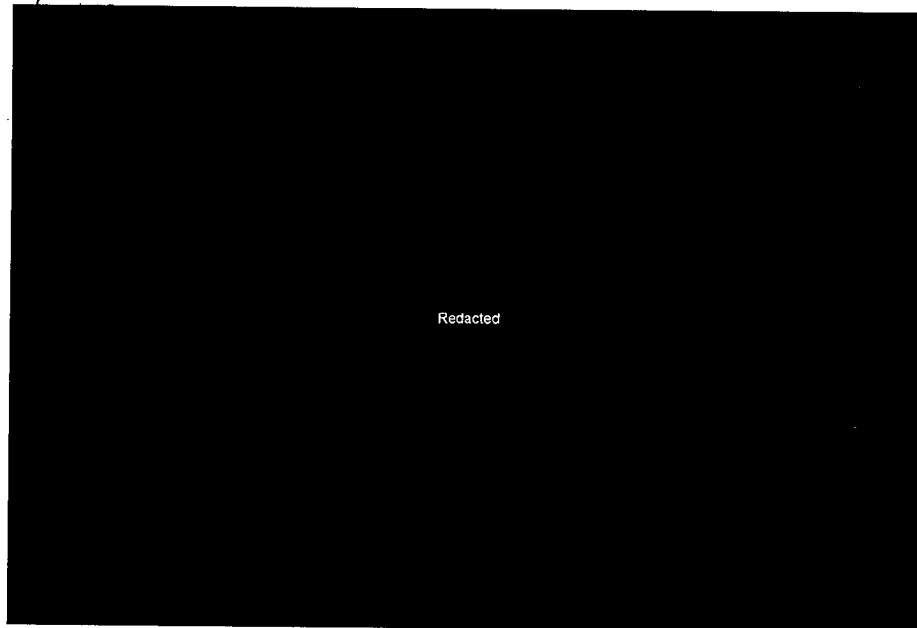
Redacted

CONF.
ALL

V21 house/s. NC OT TEND. CASH/S



✓ 11649 (1.3) (5) 2.0 0 14



District
Conference call 1st two weeks = hours care ~~emit~~
for \$2.50 more

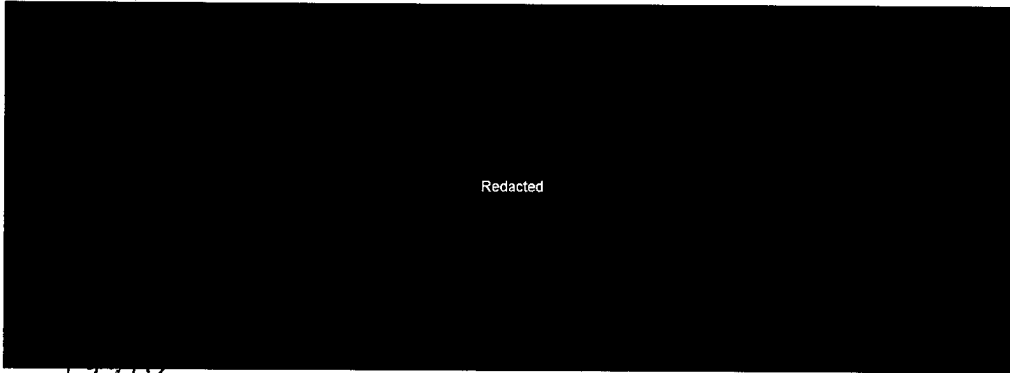
11649: VIA

- sampling table @ retail front of line
- sample dedicated floor / products private
- coupons @ register
- one complete VIA wall
- get to be = term's daily goal
- IN active
- post schedule

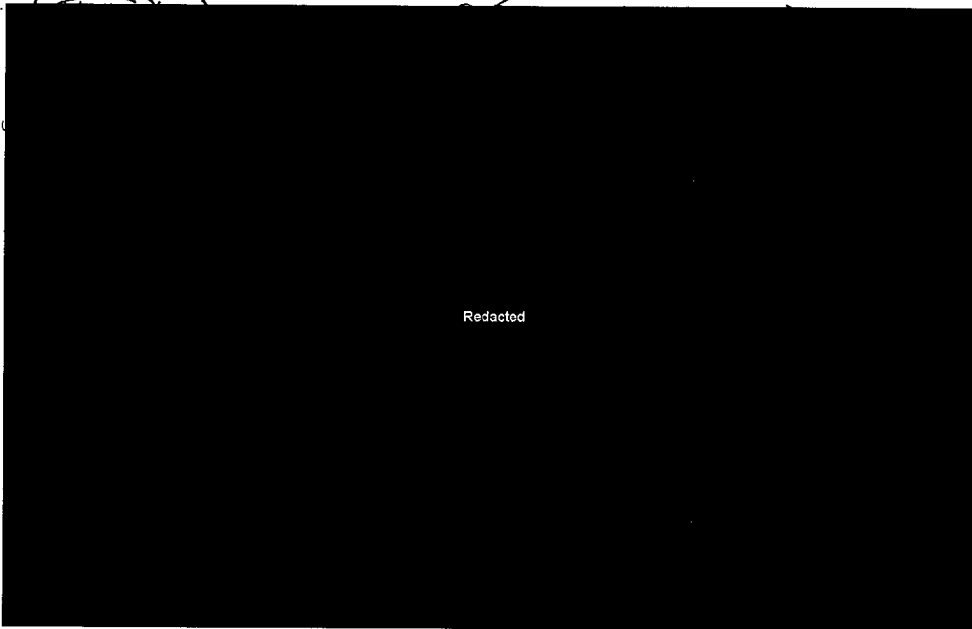
Redacted

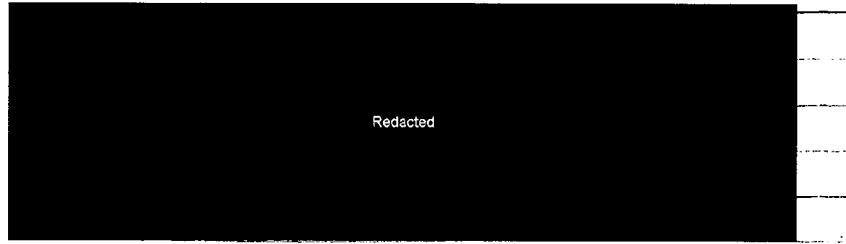
Redacted

conf
u v21/11 NL TRANS TRANS VIA o/s OT



✓, (1649) (6.7) -3 2% 36.2 2109 105 0





Sketch also:



11649 \$ 150

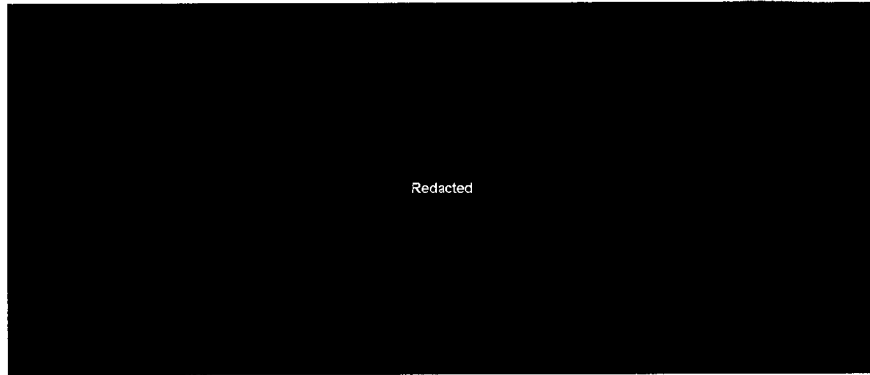


Revised
[Redacted]
via g/h # EO? 10³⁰ 5³⁰
\$ 5100

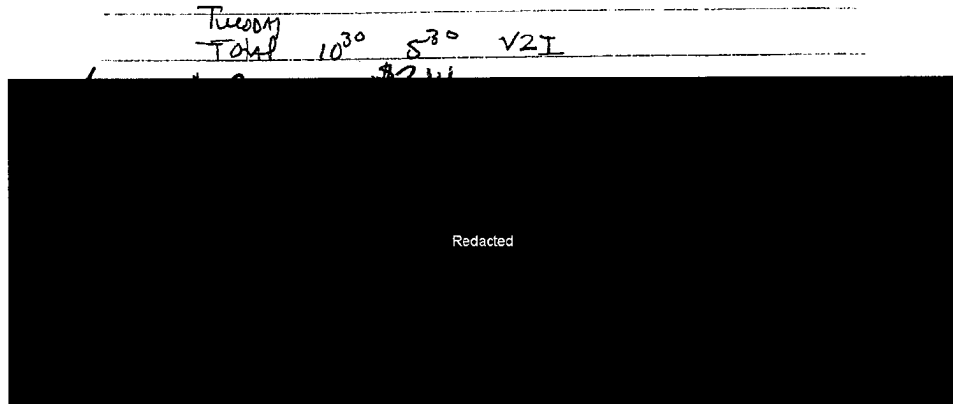
[Redacted]
Redacted

11649 #139
\$ 000

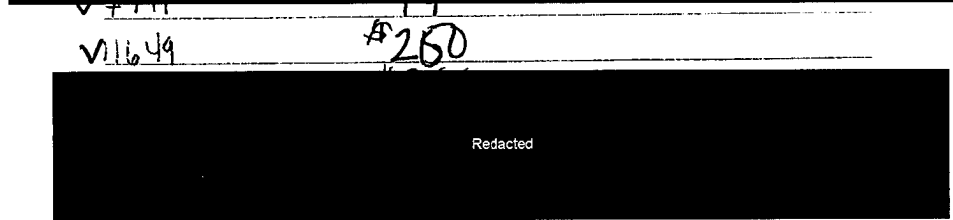
[Redacted]
Redacted



Redacted



Redacted



Redacted

Twenty
Total 10³⁰ 5³⁰ V2I

V 11649 \$250

Redacted

Redacted

Schedule mto yr. reviews week of 4/15-4/17 = Security

Redacted

Redacted

Security v.

Redacted

Redacted

Redacted

Security

Redacted

Hussant King = no SM as of this Thurs/Friday.

Redacted

Redacted

nel

M

Seperity

Redacted

Redacted

Redacted

- SM for Hassan + King

Redacted

Redacted

Redacted

Serendity = quality of consistent results.

Redacted



Redacted

646. 785. 2564
⑩ Hussan + King re-moit
87

Redacted

Redacted

Serenity = QAS4

Redacted

7

Redacted

Redacted

Message: I AM WATE 100 STORES
+ PREP MID-YR DISCUSSIONS FOR KEVIN / SERENITY / GEORGE / DAVID ^{this} WEEK
(print out paperwork)

Redacted

4 ~~Serenity - April - did she call ceasing to follow up?~~
what " " " " " "

Redacted

Redacted

Redacted

Redacted
Sincerely
Sally

Redacted

CONFERENCE CALL

Redacted

Sincerely

Redacted

Redacted

Redacted

Nov. #5

Redacted

Missing

Redacted

11649

Redacted

Coffee goal YTD

Actual YTD

VARIANCE

Tex goal YTD

Actual YTD

VARIANCE

WB # VAR. YTD

03/09 trend (±)

Total barista trend

Total SS trend

B vol

SS vol

FY'09 Expense

CV OCT-MAR

W:28

Food UPH

% to LY

BAK. VAR 03/YTD

SAND VAR 03/YTD

bak

Lunch

Break

Redacted

Redacted

Money:

* Serenity's LOA premiums

Redacted

* Nicole = Kim / Serenity's return / George

* Cat - Kim / Serenity's return

Redacted

Redacted

Expenses / Costs
Security's WA paperwork

Redacted

9/15
To Do:
/

Redacted

Redacted

- call Security = will not be meeting for Leopold's
or
Zaki's reviews

Redacted

Redacted

2³⁰ pm ~~Security~~

Redacted

Redacted

Wao 10/13

Redacted

Redacted

community work = Security
Sustainable business

Redacted

Redacted

Marilyn => Security Oct. 13th
Mandy Hinkle

Redacted

Off =
Security: Mandy MTF
leasel w
Nasir TH
Brendy St Su

close
Jess M FSu
Benny T/Th
Chris W/Sat

Serenity = NADINE close friend in prison

Redacted

Redacted

Security = applications for Censor

Redacted

~~Security - applies to Cern for 2nd return~~

Redacted

~~Security - applies to Cern for 2nd return~~

Redacted

SAT 11/1 - 11/30

Redacted

Redacted

Redacted

Security = Lease Review
Signed copy.

Redacted

Redacted

Redacted

Cesar / Serenity = Alden
Michele Palmer

Redacted

Redacted

1400K
Security = consistency w/ deadlines = mark visits.

Redacted

Redacted

Jen Gurtov

From: S00847 6th Waverly
Sent: Sunday, October 12, 2008 3:32 PM
To: Jen Gurtov
Cc: S00847 6th Waverly
Subject: CML audit

On Tues. 10/7 Leedel took the safe from Maddie- Maddie's end count was \$2404 and Leedel's start count was \$2399- there isn't an explanation about the discrepancy.

On Tues. 10/7 Leedel's written end count was \$2400 and Brandi took the safe from him- her start count was \$2405- there isn't an explanation about the discrepancy and when you tally his numbers it's actually \$2405 not \$2400.

On Thurs. Leedel took the safe from Nadine and said it was \$2400 but when you tally his numbers it's actually \$2405 not \$2400. (Same for his end count.)

On Friday Leedel completed the deposit and said the store was +\$14.25 but store was actually (-1.53). There isn't an explanation for this discrepancy.

On Saturday 10/11 Leedel lost the managers keys (till and drop box).

Serenity

10/13/2008

Seperity / Chris

Redacted

schedule	vacation	All	turnover	labor	cycles
7/6	requests	bre.	turnover		count
		turned			

Redacted

11649

JOEL BLANCO
DENISHA ROBBINS (5.83)

submitted

Redacted

Redacted

Interviews ⇒ Friday

Redacted

11³⁰ A : Security

Redacted

Redacted

Redacted

Conference Call:

Security = 4

Redacted

- * open shifts for next week (OT ⇒ ok)
- * TEAM Dynamic = pull together as a team
- * Interviews tomorrow @ Sheridan

Security
Relax

Redacted

+3.76

Labor

Turnover

Count

Redacted

Salary

• 11649

1.95%

—

Redacted

Sustainability means COE:

- continue detritus Values Walks
- hold terms accountable
- labor to maintain windows/signals
- hire/train
- continue notecards
- on-the-spot recognition

Acts to continue to ELEVATE:

- dump coffee into press \Rightarrow top off in cafe
- SM. support commitment
- table touching

Kevin

Serenity

Walter

Jason

Chris

Timley

David

Peter

Sally

Michael

Redacted

Redacted

Shift for Security.

Redacted

Redacted

11649

.64 <

Redacted

Redacted

Security A²⁰ Conference Call:

change behaviors

Anisits = weekly

- 5/10 * best receipt = how much has it grown afternoon
 VIVANNO /sampling / go deep = get shops on business
- 6 * tomorrow: food coupons = did we go deep?
- 6 * get SMS shifts covered as non-coverage for tomorrow
- 5 * add additional partners to peak
- open 5 * scores off pricing case tomorrow morning
 (in talking why not, if not = no fly problem)
- 4 * did my stores get calls this morning to schedule
 Dept. of Health visit = is it a scam?
- release 50/4 * Ecosure = criticals = Top 10
 reformat RTD bottles before going in
- * guild + brew
- * customer recovery. Friday = text me complete
- Be able to speak to #5
- " " story of story
- " "

LaborI am Wknesson
I am Friday

Redacted

6TH & WAVERLY

Week Ending 07/12/09

StaffWorks™
The Intelligent Labor Scheduler

Page 1 Printed 06/23/09 8:07AM

EMPLOYEE NAME	MONDAY 07/06/09	TUESDAY 07/07/09	WEDNESDAY 07/08/09	THURSDAY 07/09/09	FRIDAY 07/10/09	SATURDAY 07/11/09	SUNDAY 07/12/09	WEEK TOTALS
Marshall, Serenity	SHIFT HRS 7:30A-4:00P T 8.00	SHIFT HRS	SHIFT HRS * 5:00A-1:30P 8:00	SHIFT HRS	SHIFT HRS * 7:30A-4:00P 8.00	SHIFT HRS * 5:15A-1:45P 8.00	SHIFT HRS * 6:00A-2:30P 8.00	40.00

Redacted

Labor v21/NC

Turnover

Outings

Redacted

11649

(-2.28)/

2

Redacted

Serenity
From: 12p-8³⁰pm
Saturday: 11-7³⁰pm

Redacted

Redacted

847 Serenity Marshall (LOA) covered by Kevin Nagle

Redacted

Redacted

* prep final written for
Serenity

Redacted

Redacted

Redacted

Redacted

Redacted

Redacted

Redacted

Redacted

CONFIDENTIAL

STAR_MARSHALL0001550

Theory:

Redacted

Redacted

- Security > memo = Navy

Redacted

Redacted

Redacted

- call Smith / Smith (Walters) prep & train + next week
- write memo to [unclear]

Redacted

Redacted

* I am paid for
* Wednesday = ASM for Security
* I am paid for the 1st of the month

Redacted

Redacted

* Security - Items paperwork

Redacted

Redacted

Redacted

~~DATA / Security not at risk~~

Redacted

Redacted

Redacted

Redacted

Redacted

PPM

Redacted

Pablo ⇒ Security

Redacted

Redacted

Serenity TRUST

Redacted

Redacted

Redacted

GRIND + BREW Go-See Stats	Schedule week 6/29	Schedule week 7/6	Turnover for week 6/15	Laboe V2I
---------------------------------	--------------------------	-------------------------	------------------------------	--------------

Redacted

11649 | 0 8

Redacted

Redacted

Redacted

vacation line where
left taking
by hold 2 ✓ 847 ② 1/1/12

Redacted

8-4⁷⁰ MF 1 11649 40 hrs last of Sept.

Redacted

Gurtov - 33

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Estela Díaz
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ediaz@akingump.com

*Attorneys for Starbucks Corporation and
Jennifer Gurtov*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SERENITY MARSHALL,

Plaintiff,

v.

STARBUCKS CORPORATION and
JENNIFER GURTOV, in her individual and
official capacities,

Defendants.

Civ. Action No. 11-CV-2521(RMB)(KNF)

**DEFENDANTS STARBUCKS
CORPORATION'S AND JENNIFER
GURTOV'S RESPONSES AND
OBJECTIONS TO PLAINTIFF
SERENITY MARSHALL'S FIRST
SET OF INTERROGATORIES**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure and the Local Rules of this Court, defendants Starbucks Corporation ("Starbucks") and Jennifer Gurtov (collectively, the "Defendants"), by and through their attorneys, Akin Gump Strauss Hauer & Feld LLP, hereby respond and object to Plaintiff Serenity Marshall's First Set of Interrogatories, dated June 10, 2011 (the "Interrogatories").

Defendants reserve the right to supplement, amend, or otherwise revise their responses and objections as may be deemed appropriate upon further review of information or documents.

GENERAL OBJECTIONS

In addition to the grounds for objection set forth in response to each particular interrogatory below, Defendants respond and object generally with respect to each and every interrogatory as follows:

1. Defendants object to the Interrogatories (including, without limitation, the definitions, instructions, time period of demands, and documents and things demanded) to the extent that they purport to impose obligations on Defendants not required by the Federal Rules of Civil Procedure, the Local Rules of this Court, or any other applicable statute, rule, case law, or order.
2. Defendants object to the Interrogatories to the extent that they are unduly burdensome, overbroad, oppressive, or seek information or things neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.
3. Defendants object to each and every Definition to the extent that it purports to define a term in a way that is inconsistent with its generally understood meaning.
4. Defendants object to the Interrogatories to the extent that they seek information protected from discovery by the attorney-client privilege, the work-product doctrine, the joint-defense privilege, the common interest privilege, and/or any other applicable privilege, doctrine, or immunity ("Privileged Material"). Defendants hereby claim such privileges and object to the provision of information subject thereto. Such information will not be produced. To the extent that any production of documents or information is made, any inadvertent production of any such documents or information in response to the Interrogatories would not be intended to constitute a waiver of any applicable privilege or protection. Defendants demand that Plaintiff and/or her

attorneys notify Defendants of the production of any such information immediately upon discovery of such documents or information.

5. Defendants object to the Interrogatories to the extent that they seek information that is not within Defendants' possession, custody, or control, or is publicly available.

6. Defendants object to the Interrogatories to the extent that they are not reasonably calculated to lead to the discovery of admissible evidence in that the information sought would not be admissible pursuant to Federal Rule of Evidence 408.

7. Defendants object to the Interrogatories to the extent they seek confidential, proprietary, or otherwise sensitive information.

8. Defendants object to the Interrogatories to the extent that they require production of information in contravention of any confidentiality agreement or obligations that would unduly violate the privacy interests of others.

9. Defendants object to the Interrogatories to the extent that they are vague, ambiguous, capable of multiple interpretations, confusing, or incomprehensible and therefore require Defendants to engage in conjecture as to their meaning. Nonetheless, Defendants will make a good faith effort to interpret and respond to the Interrogatories subject to the limitations stated herein.

10. Defendants object to the Interrogatories to the extent that they are interposed for improper purposes, including, without limitation, undue annoyance, harassment, burden, delay, embarrassment, or to increase expense.

11. Defendants object to the Interrogatories to the extent that they exceed the number of interrogatories permitted pursuant to Federal Rule of Civil Procedure 33(a)(1).

12. Defendants object to the Interrogatories to the extent that the discovery sought by any Interrogatory is unreasonably cumulative or duplicative, or is obtainable from another source that is more convenient, less burdensome, or less expensive.

13. Defendants object to the Interrogatories to the extent that they seek information from an unknown or unspecified time frame.

14. Defendants object to the Interrogatories to the extent that they call for the identification of "all" persons with knowledge or information as overbroad and unduly burdensome. Defendants state that, where appropriate and subject to the general and specific objections, they will identify, based on their reasonable and good faith investigation to date, one or more individuals at Starbucks, its advisors, or its counsel with knowledge or information responsive to each Interrogatory.

15. Defendants object to the Interrogatories, including but not limited to the definitions contained therein, to the extent that they assume disputed facts or legal conclusions. Defendants hereby deny such disputed facts or legal conclusions to the extent assumed by any Interrogatory or stated definition. Any response or objection by Defendants with respect to any such Interrogatory is without prejudice to this objection and Defendants' rights to dispute facts and legal conclusions assumed in the Interrogatories.

16. No objection or limitation, or lack thereof, and no statement providing information herein shall be deemed an admission by Defendants as to the existence or nonexistence of documents or information.

17. Defendants' Responses and Objections to the Interrogatories and their production of any information shall not be construed as an admission of the relevance, materiality, or admissibility of any such information or of the subject matter of any such information, or as a

waiver or abridgment of any applicable privilege or of any applicable objection set forth above or below, or as an agreement that requests for similar information will be treated in a similar manner. The fact that Defendants respond or object to a particular Interrogatory shall not be interpreted as implying that Defendants acknowledge the propriety of that Interrogatory. Defendants' responses herein are based solely on the information that is available to Defendants on the date of this response. Defendants reserve the right, without limitation, (i) to supplement, amend, or correct all or any part of their responses or objections; and (ii) to object, on any ground, to the competency, materiality, privilege, and admissibility of any part of the information ultimately produced in response to the Interrogatories.

RESPONSES AND SPECIFIC OBJECTIONS

Subject to and without waiving the foregoing general objections, which are incorporated herein by reference as if fully set forth in each response, Defendants object and respond to the Interrogatories as follows:

INTERROGATORY NO. 1:

Identify each and every person who has knowledge concerning the allegations of the Complaint in this action.

RESPONSE TO INTERROGATORY NO. 1:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information equally available to Plaintiff.

Subject to and without waiving the foregoing objection, Defendants identify the following individuals that have non-privileged information regarding the allegations in the Complaint in response to this interrogatory, all of whom may be contacted through counsel for Defendants:

Jennifer Gurtov, Starbucks district manager;

Tina Pizarro, Starbucks partner resources associate;

Nancy Murgalo, Starbucks partner resources manager;

Mark Ormsbee, Starbucks district manager;

Adler Ludvigsen, Starbucks district manager;

Victor Heutz, Starbucks regional director; and

Kami Norris, Starbucks ethics and compliance specialist

INTERROGATORY NO. 2:

Identify each and every person involved in the decision (a) to terminate Plaintiff's employment, and (b) that the day on which Plaintiff would be terminated was on March 1, 2011, her first day back to work from disability, medical and/or FMLA leave.

RESPONSE TO INTERROGATORY NO. 2:

Defendants object to this interrogatory as vague and ambiguous as to the phrase "involved in the decision to terminate Plaintiff's employment." Defendants further object to the extent it seeks information protected by the attorney-client privilege and/or the attorney work product doctrine.

Subject to and without waiving the foregoing objections, Defendants identify the following individuals in response to this interrogatory, all of whom may be contacted through counsel for Defendants:

Jennifer Gurtov; and

Tina Pizarro.

INTERROGATORY NO. 3:

Identify each and every person that approved, ratified, agreed and/or acquiesced to the decision to terminate Plaintiff's employment.

RESPONSE TO INTERROGATORY NO. 3:

Defendants object to this interrogatory as vague and ambiguous as to the phrase “approved, ratified, agreed and/or acquiesced to the decision to terminate Plaintiff’s employment.” Defendant further objects to the extent it seeks information protected by the attorney-client privilege and/or the attorney work product doctrine. Defendants further object to this interrogatory because the phrase “approved, ratified, agreed and/or acquiesced to the decision to terminate” calls for a legal conclusion.

Subject to and without waiving the foregoing objections, Defendants identify the following individuals who were involved in the decision to terminate Plaintiff’s employment, all of whom may be contacted through counsel for Defendants:

Jennifer Gurtov; and

Tina Pizarro.

INTERROGATORY NO. 4:

Identify each and every person with knowledge of Plaintiff’s medical conditions and potential need for a disability, medical and/or FMLA leave prior to November 1, 2010.

RESPONSE TO INTERROGATORY NO. 4:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request to the extent that it seeks documents equally available to Plaintiff. Defendants further object to this interrogatory on the ground that it is vague and ambiguous with respect to the term “medical conditions.”

Subject to and without waiving the foregoing objections, at this time, Defendants are not aware of any individuals in management positions who had knowledge of Plaintiff’s medical

condition or potential need for disability, medical, and/or FMLA leave prior to November 1, 2010.

INTERROGATORY NO. 5:

Identify each and every person with knowledge of Plaintiff's medical conditions and potential need for a disability, medical and/or FMLA leave prior to December 1, 2010.

RESPONSE TO INTERROGATORY NO. 5:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request to the extent that it seeks documents equally available to Plaintiff. Defendants further object to this interrogatory on the ground that it is vague and ambiguous with respect to the term "medical conditions."

Subject to and without waiving the foregoing objection, Defendants identify the following individuals in management positions in response to this interrogatory, who may be contacted through counsel for Defendants:

Jennifer Gurtov

INTERROGATORY NO. 6:

Identify each and every person with knowledge of Plaintiff's medical conditions and potential need for a disability, medical and/or FMLA leave prior to Defendant Gurtov's Store Plan of Action Visit on or about December 23, 2010.

RESPONSE TO INTERROGATORY NO. 6:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of

admissible evidence. Defendants further object to this request to the extent that it seeks documents equally available to Plaintiff. Defendants further object to this interrogatory on the ground that it is vague and ambiguous with respect to the term "medical conditions."

Subject to and without waiving the foregoing objection, Defendants identify the following individuals in management positions in response to this interrogatory, all of whom may be contacted through counsel for Defendants:

Jennifer Gurtov;

Nancy Murgalo;

Victor Heutz;

Mark Ormsbee;

Adler Ludvigsen;

Paul Grzegorzczuk, Starbucks district manager;

Tracey Bryant, Starbucks district manager;

Melissa Tsui, Starbucks district manager;

Mike Quintero, Starbucks district manager;

Simone Harper, Starbucks district manager;

Victoria Sanchez, Starbucks district manager; and

Jennifer Miles, Starbucks district manager.

INTERROGATORY NO. 7:

Identify each and every person that Plaintiff notified of her medical conditions and potential need for a disability, medical and/or FMLA leave.

RESPONSE TO INTERROGATORY NO. 7:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks

information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request to the extent that it seeks information equally available to Plaintiff. Defendants further object to this interrogatory on the ground that it is vague and ambiguous with respect to the term "medical conditions."

Subject to and without waiving the foregoing objection, Defendants identify the following individuals in response to this interrogatory, all of whom may be contacted through counsel for Defendants:

Jennifer Gurtov;

Adler Ludvigsen; and

Individuals at Starbucks Leave Administration or Starbucks Benefit Center who administered Plaintiff's requests for leave.

INTERROGATORY NO. 8:

Identify each and every person who has knowledge concerning Plaintiff's request for FMLA leave on or around December 30, 2010.

RESPONSE TO INTERROGATORY NO. 8:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request to the extent that it seeks documents equally available to Plaintiff. Defendant further objects to the interrogatory to the extent it assumes that Plaintiff's request for FMLA leave was made on or around December 30, 2010.

Subject to and without waiving the foregoing objections, Defendants identify the following individuals in response to this interrogatory, all of whom may be contacted through counsel for Defendants:

Jennifer Gurtov;

Adler Ludvigsen; and

Individuals at Starbucks Leave Administration or Starbucks Benefits Center who administered Plaintiff's requests for leave.

INTERROGATORY NO. 9:

Identify each and every person who has knowledge concerning the decision to grant Plaintiff's request for FMLA leave made on or around January 5, 2011.

RESPONSE TO INTERROGATORY NO. 9:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, Defendants identify the following individuals in response to this interrogatory, all of whom may be contacted through counsel for Defendants:

Individuals at Starbucks Leave Administration or Starbucks Benefits Center who administered Plaintiff's requests for leave.

INTERROGATORY NO. 10:

Identify each any [sic] every person who has knowledge concerning Plaintiff's job performance (a) at Starbucks and (b) at the 34 [sic] Hudson Store branch.

RESPONSE TO INTERROGATORY NO. 10:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, Defendants identify the following district manager who supervised Plaintiff while she was a store manager at the 345 Hudson Store location in response to this interrogatory, who may be contacted through counsel for Defendants:

Jennifer Gurtov

INTERROGATORY NO. 11:

Identify each and every person who has knowledge concerning the decision to hire a new store manager for the 345 Hudson Store while Plaintiff was on disability, medical and/or FMLA leave.

RESPONSE TO INTERROGATORY NO. 11:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory on the ground that the phrase "the decision to hire a new store manager" assumes disputed facts. Defendants further object to this interrogatory to the extent it seeks information protected by the attorney-client privilege and/or the attorney work product doctrine.

Subject to and without waiving the foregoing objections, Defendants identify the following individuals who have knowledge regarding the decision to place a new store manager at the 345 Hudson Store while Plaintiff was on leave in response to this interrogatory, all of whom may be contacted through counsel for Defendants:

Jennifer Gurtov;

Tina Pizarro;

Nancy Murgalo; and

Victor Heutz.

INTERROGATORY NO. 12:

Identify the employee(s) that replaced Plaintiff at the 345 Hudson Store.

RESPONSE TO INTERROGATORY NO. 12:

Defendants object to this interrogatory on the grounds that it is vague and ambiguous with respect to the term "replaced." Defendants further object to this interrogatory to the extent it calls for a legal conclusion.

Subject to and without waiving the foregoing objections, Defendants identify the following individual in response to this interrogatory, who may be contacted through counsel for Defendants:

Courtney Howarth, Starbucks store manager

INTERROGATORY NO. 13:

Identify the employee(s) that have performed Plaintiff's job responsibilities as store manager since (a) the commencement of her disability, medical and/or FMLA leave, and (b) the termination of her employment.

RESPONSE TO INTERROGATORY NO. 13:

Defendants identify the following individuals, all of whom may be contacted through counsel for Defendants:

Chris Martinez, Starbucks store manager; and

Courtney Howarth.

INTERROGATORY NO. 14:

Identify each and every employee that Defendant Gurtov has been involved in disciplining, in any manner, including but not limited to verbal reprimands, written notices and/or termination, for violations of company policy regarding bank deposits, recording information in the daily records book and/or the falsification of records.

RESPONSE TO INTERROGATORY NO. 14:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request interrogatory because it seeks information that would violate the confidentiality and privacy of individuals who are not parties to this lawsuit.

Subject to and without waiving the foregoing objections, Defendants identify the following store managers other than Plaintiff whom Ms. Gurtov disciplined while she was a district manager for violations of company policy regarding bank deposits or falsification of records, all of whom may be contacted through counsel for Defendants:

Carlos Montero, former Starbucks store manager, 1458 121 Street, College Point, New York 11356; and

Charis Liu, former Starbucks store manager, 25 River Drive South, Apt. 1209, Jersey City, New Jersey 07310.

INTERROGATORY NO. 15:

Identify each and every employee of Starbucks who has engaged in the same or similar conduct that resulted in Plaintiff's termination.

RESPONSE TO INTERROGATORY NO. 15:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory on the ground that it is vague, ambiguous and overbroad with respect to the term "same or similar conduct." Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request interrogatory because it seeks information that would violate the confidentiality and privacy of individuals who are not parties to this lawsuit.

Subject to and without waiving the foregoing objections, Defendants identify the following store managers whom Ms. Gurtov disciplined while she was a district manager for violations of company policy regarding bank deposits or falsification of records, all of whom may be contacted through counsel for Defendants:

Carlos Montero; and

Charis Liu.

INTERROGATORY NO. 16:

Identify each and every employee of Starbucks supervised by Defendant Gurtov who has engaged in the same or similar conduct that resulted in Plaintiff's termination.

RESPONSE TO INTERROGATORY NO. 16:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory on the ground that it is vague, ambiguous and overbroad with respect to the term "same or similar conduct." Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request interrogatory because it seeks information that would violate the confidentiality and privacy of individuals who are not parties to this lawsuit.

Subject to and without waiving the foregoing objections, Defendants identify the following store managers other than Plaintiff who Ms. Gurtov was aware were violating company policies regarding bank deposits or falsifying records, all of whom may be contacted through counsel for Defendants:

Carlos Montero; and

Charis Liu.

INTERROGATORY NO. 17:

Identify each and every employee that Defendant Gurtov has been involved in terminating at Starbucks.

RESPONSE TO INTERROGATORY NO. 17:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request interrogatory because it seeks information that would violate the confidentiality and privacy of individuals who are not parties to this lawsuit.

Subject to and without waiving the foregoing objections, Defendants identify the following store managers whom Ms. Gurtov has been involved in terminating while she was a district manager for falsifying company records or violating Starbucks' cash handling policies:

Carlos Montero; and

Serenity Marshall.

INTERROGATORY NO. 18:

Identify each and every Starbucks store manager that has been supervised by Defendant Gurtov.

RESPONSE TO INTERROGATORY NO. 18:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving the foregoing objections, Defendants identify the following store managers whom Ms. Gurtov supervised as a district manager at the time of Plaintiff's separation:

Christopher Martinez;

Charis Liu;

Zakia Slade, Starbucks store manager;

Kenneth Ringstaff, Starbucks store manager;

David Smith, Starbucks store manager;

Brandon Giles, Starbucks store manager;

Kevin Nagle, Starbucks store manager;

Michael Weldon, Starbucks store manager;

Samba Mboup, Starbucks store manager; and

Katherine Green, Starbucks store manager.

INTERROGATORY NO. 19:

Identify each and every employee that was supervised by Defendant Gurtov and took a disability, medical, and/or FMLA leave of absence.

RESPONSE TO INTERROGATORY NO. 19:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks

information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this request interrogatory because it seeks information that would violate the confidentiality and privacy of individuals who are not parties to this lawsuit.

Subject to and without waiving the foregoing objections, Defendants identify the following store managers who were supervised by Ms. Gurtov while she was a district manager and who took a disability, medical and/or FMLA leave of absence:

Serenity Marshall;

Rebekah Kondrat, former Starbucks store manager, 1001 Lincoln Place, Apt. 2B, Brooklyn, NY 11213; and

Jaillyss Moreno, former Starbucks store manager, 60 Parkway Drive E., Unit 2K, East Orange, NJ 07017.

INTERROGATORY NO. 20:

Identify each and every person who raised any complaint, formal or informal, whether written or verbal, regarding Defendant Gurtov.

RESPONSE TO INTERROGATORY NO. 20:

Defendants object to this interrogatory on the grounds that it is overbroad and unduly burdensome. Defendants further object to this interrogatory to the extent that it seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Defendants further object to this interrogatory to the extent it seeks information protected by the attorney-client privilege and/or the attorney work product doctrine. Defendants further object to this request interrogatory because it seeks information that would violate the confidentiality and privacy of individuals who are not parties to this lawsuit.

Subject to and without waiving the foregoing objections, Defendants respond that there are no individuals who complained about Ms. Gurtov related to a disability, medical or FMLA leave of absence.

Dated: New York, New York
July 21, 2011

AKIN GUMP STRAUSS HAUER & FELD LLP

By:



Estela Diaz

Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that, on July 21, 2011, I caused to be served via overnight mail a true and correct copy of Defendants Starbucks Corporation's and Jennifer Gurtov's Responses and Objections to Plaintiff Serenity Marshall's First Set of Interrogatories on Plaintiff's counsel:

Kenneth P. Thompson, Esq.
David Evan Gottlieb, Esq.
Thompson Wigdor LLP
85 Fifth Avenue
New York, NY 10003
Email: kthompson@thompsonwigdor.com
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Dated: July 21, 2011
New York, New York


Estela Diaz

JUDGE BERMAN

Gurtov - 34

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SERENITY MARSHALL,

Plaintiff,

v.

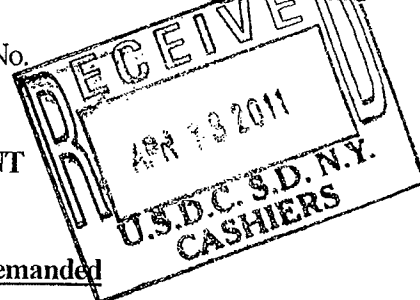
STARBUCKS CORPORATION and JENNIFFER
GURTOV, in her individual and official capacities,

Defendants.

11 CIV 2521

Civil Action No.

COMPLAINT

Jury Trial DemandedCOMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff Serenity Marshall ("Plaintiff" or "Ms. Marshall"), by and through her undersigned counsel, as and for her Complaint in this action against Starbucks Corporation ("Starbucks" or the "Company") and Jennifer Gurtov ("Defendant Gurtov") (collectively, "Defendants"), hereby alleges as follows:

NATURE OF THE CLAIMS

1. Plaintiff commences this action to seek redress for the unlawful discrimination committed against her by Defendants. Plaintiff is a former employee of Starbucks, whose work ethic, dedication, and management skills led to her quick rise from Barista to Store Manager within two short years.

2. Plaintiff worked tirelessly as a Store Manager for the Company for seven years, repeatedly earning promotions to busier Starbucks locations. Starting in 2009, Ms. Marshall worked at the Starbucks located at 345 Hudson Street, New York, New York, under the supervision of District Manager Defendant Gurtov, when she was diagnosed with uterine

fibroids -- that is, tumors in her uterus. Immediately, Defendant Gurtov's attitude toward her changed in a negative way.

3. Despite nine years of exceptional service, Starbucks turned its back on Ms. Marshall in her greatest time of need. Though Starbucks purportedly allowed Ms. Marshall to take a medical leave of absence, Starbucks unlawfully refused to allow her to return from that leave despite her protected right to reinstatement. On the date she was expected to return to work, Starbucks callously terminated her, summarily and without notice upon the recommendation of Defendant Gurtov.

4. In doing so, Starbucks flagrantly interfered with Plaintiff's rights under the Family Medical Leave Act, retaliated against her for exercising rights under the FMLA, unlawfully discriminated and retaliated against her on the basis of a disability under both the New York State Human Rights Law and the New York City Human Rights Law.

5. Plaintiff seeks declaratory, injunctive and equitable relief, as well as monetary damages, to redress Defendants' unlawful employment practices in violation of the Family and Medical Leave Act, 29 U.S.C. §§ 2601 *et seq.* ("FMLA"), the New York State Human Rights Law, N.Y. Executive Law §§ 290 *et seq.* ("NYSHRL"), and the New York City Human Rights Law, New York City Administrative Code §§ 8-101 *et seq.* ("NYCHRL").

6. Defendants' unlawful, discriminatory, and retaliatory conduct was knowing, malicious, willful and wanton and/or showed a reckless disregard for Plaintiff's protected rights, which has caused and continues to cause Plaintiff to suffer substantial economic and non-economic damages and severe mental anguish and emotional distress.

JURISDICTION AND VENUE

7. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1343 as this action involves federal questions regarding the deprivation of Plaintiff's rights under the FMLA. The Court has supplemental jurisdiction over Plaintiff's related claims arising under State and local law pursuant to 28 U.S.C. § 1367(a).

8. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this district.

ADMINISTRATIVE REQUIREMENTS

9. Prior to the filing of this Complaint, a copy of this Complaint was served on both the New York City Commission on Human Rights and the Office of the Corporation Counsel of the City of New York, thereby satisfying the notice requirements of § 8-502 of the New York City Administrative Code.

10. Any and all other prerequisites to the filing of this suit have been met.

PARTIES

11. Plaintiff Serenity Marshall is a former employee of Starbucks who resides in the Bronx, New York. Plaintiff was employed by Starbucks from 2002 until March 1, 2011, when Defendants unlawfully terminated her employment. At all times relevant herein, Plaintiff was an "eligible employee" and/or an "employee" under all relevant statutes.

12. Defendant Jennifer Gurtov is a District Manager for Starbucks who, upon information and belief, resides in the State of New York. Defendant Gurtov manages 12 Starbucks locations within her district, including the 345 Hudson Street location where Plaintiff worked as a Manager at the time of her unlawful termination. At all relevant times herein,

Defendant Gurtov directly participated in the discriminatory, retaliatory and otherwise unlawful employment decisions and actions taken against Plaintiff, and was a “covered employer” and/or “employer” under all relevant statutes.

13. Starbucks Corporation is a foreign business corporation organized and existing under the laws of the State of Washington with a principal place of business at 2401 Utah Avenue South, Seattle, Washington 98134. Starbucks owns and operates a global chain of coffee shops comprising approximately 17,000 stores in 50 countries. At all times relevant herein, Starbucks was and is a “covered employer” and/or “employer” under all relevant statutes.

FACTUAL ALLEGATIONS

Plaintiff's Employment at Starbucks

14. Ms. Marshall commenced employment at Starbucks in or around May 2002 as a Barista, earning approximately \$7.75 per hour. In or around August of that year, as a result of her hard work and dedication, she earned a promotion to Shift Supervisor at a salary of approximately \$9.25 per hour.

15. In or around May 2003, only one year after she was hired, Ms. Marshall was promoted to Assistant Manager with a yearly salary of \$31,500.

16. In or around mid 2004, Ms. Marshall was again promoted, this time to Store Manager of the Starbucks branch located at 21 East 8th Street, New York, New York, and her salary was increased to \$41,500.

17. Throughout the following six years, until the time of her unlawful termination, Ms. Marshall received multiple raises and promotions as she was transferred to busier branches where her experience and hard work were maximized by the Company.

18. In or around October 2009, Ms. Marshall was transferred to the Starbucks branch located at 345 Hudson Street, New York, New York (the “345 Hudson Store”), which was her last place of employment with Starbucks, where her salary was approximately \$50,000 per year.

Plaintiff’s Serious Medical Condition and/or Disability

19. On or about August 10, 2010, Ms. Marshall was admitted to the hospital fearing that she was suffering from a relapse of tuberculosis, which she had been treated for earlier in her life. Fortunately, the diagnosis ruled out tuberculosis; however, the examination revealed that Ms. Marshall might have developed uterine fibroids.

20. She was advised that the tumors were likely benign, but they potentially could cause side effects such as anemia. Nonetheless, Plaintiff did not take any extended time off work and continued to perform at the same high level that she had throughout her tenure at the Company.

21. In or around November 2010, Ms. Marshall informed Defendant Gurtov of her condition, but explained that at that time she did not fully understand the nature and extent of the condition. Ms. Marshall advised Defendant Gurtov that she would need to schedule additional doctors’ appointments in the coming weeks and months to determine the proper manner of treatment.

22. Defendant Gurtov expressed frustration over Ms. Marshall’s need to miss work for doctors’ appointments. Specifically, she expressed her annoyance with Ms. Marshall when a doctor’s appointment forced Ms. Marshall to miss a weekly “Huddle;” that is, a meeting led by Defendant Gurtov with the managers of all of the branches in her district.

23. Ms. Marshall informed Defendant Gurtov that she had already arranged for another Store Manager to attend the meeting and take notes in her place. In response, Defendant

Gurtov admonished Plaintiff that, “doctor’s appointments are not a legitimate excuse for not knowing what is discussed at the meeting.”

24. Ms. Marshall’s medical condition constitutes an impairment of a system of the body resulting from anatomical, physiological, genetic or neurological conditions which prevents the exercise of a normal bodily function; Ms. Marshall had a record of such impairment; and/or Ms. Marshall was regarded as having such impairment.

25. Her medical condition also constitutes an impairment of a system of the body resulting from anatomical, physiological, genetic or neurological conditions which are demonstrable by medically accepted clinical or laboratory diagnostic techniques; Ms. Marshall had a record of such impairment; and/or Ms. Marshall was regarded as having such impairment.

Starbucks’ Discrimination and Retaliation Against Plaintiff

26. In or around early December 2010, Ms. Marshall informed Defendant Gurtov that she would in all probability need a myomectomy -- surgery to remove the uterine fibroids.

27. After learning that Plaintiff’s serious medical condition would require surgery, Defendant Gurtov’s attitude toward Ms. Marshall became hostile, repeatedly questioning Ms. Marshall about the date of her surgery, the anticipated length of recovery and the amount of time she would need off from work.

28. Ms. Marshall informed Defendant Gurtov that she could not answer those questions until she met with a specialist, but hoped it would only be a three week recovery. Defendant Gurtov rolled her eyes and expressed doubt that Ms. Marshall would be able to return to work so quickly, demonstrating a lack of concern for Plaintiff’s medical condition and hostility toward providing her with the necessary accommodation. Rather, Defendant Gurtov

viewed Ms. Marshall's serious medical condition and/or disability as a burden to her and the Company.

29. On or about December 23, 2010, Defendant Gurtov arrived at the 345 Hudson Store, purportedly to conduct a periodic inspection (these were commonly referred to as Store Plan of Action Visits). Defendant Gurtov conducted a periodic inspection of all stores within her district and had conducted dozens of such inspections of Ms. Marshall's branches in the past.

30. Almost immediately, Defendant Gurtov interrogated Ms. Marshall, not about the business of the 345 Hudson Store as was her approach prior to knowing her medical condition, but rather about Ms. Marshall's expected surgery and anticipated medical leave. Defendant Gurtov made Ms. Marshall feel guilty about her likely need for medical leave and pressured her not to take any time off.

31. These comments constituted a blatant attempt by Defendant Gurtov to bully Plaintiff into not taking a medical leave that she clearly needed, stating for example:

"The store cannot operate without you."

"I'm worried about the store if you can't be here."

"Your shift leaders cannot run this store without you."

"Do you really think your shift leaders can get by without you?"

"What's going to happen if you can't be here for a few weeks?"

"I would like to hold the store for you, but with how long you are going to be out, I don't know if I can."

32. Following this conversation, Defendant Gurtov conducted her supposed "inspection" of the 345 Hudson Store. However, it quickly became clear that this purported

inspection was aimed only at finding a pretextual basis for Ms. Marshall's eventual termination. Defendant Gurtov simply wanted to rid herself of an employee with a serious health condition and/or disability.

33. Defendant Gurtov immediately reviewed the 345 Hudson Store's Daily Records Book (the "Book"), which she had also reviewed during each of her many previous inspections of Ms. Marshall's stores. Though Store Managers are generally required to make daily bank deposits, many Store Managers occasionally hold bank deposits to the following day if necessary due to staffing issues, the amount of customer traffic in the store, or otherwise for important operational reasons.

34. Defendant Gurtov was aware that Ms. Marshall occasionally held bank deposits to the following day, as she had reviewed the Book many times before, but had never taken issue with this practice. Moreover, Defendant Gurtov was aware that other Store Managers within her district, and elsewhere within Starbucks, engaged in the same practice.

35. On this occasion, however, Defendant Gurtov immediately feigned outrage at Ms. Marshall's deposit practices, even though Ms. Marshall had been employing these practices for years with Defendant Gurtov's knowledge and there was no basis from which to conclude at this point that those practices had any negative impact on Starbucks whatsoever. Ms. Marshall did not deny her occasional holding of deposits to the following day and explained to Defendant Gurtov why it was sometimes necessary based on the operational demands of the Store.

36. Defendant Gurtov belligerently and falsely accused Ms. Marshall of "stealing money" from the Company, a preposterous charge that Ms. Marshall vehemently denied and which Defendant Gurtov eventually conceded was untrue. The confrontation left Ms. Marshall

shaken and upset, particularly as Defendant Gurtov had moments before berated Ms. Marshall with how unhappy she was that Ms. Marshall would likely need a medical leave of absence.

37. Later that evening, Ms. Marshall attended a Starbucks holiday party. At the party, she discussed her bank deposit practices with a group of her fellow Store Managers under Defendant Gurtov's supervision, all of whom, informed her that they too, on occasion, "floated" bank deposits to the following day when necessary. They uniformly agreed that Defendant Gurtov had never seriously disciplined them for this practice, other than to ask them to limit it as much as possible.

38. For the next week, Ms. Marshall continued to work at Starbucks, without receiving any discipline or contact from Defendant Gurtov.

Plaintiff's Unlawful Termination

39. On or about December 30, 2010, Ms. Marshall definitively learned that she would require surgery. She promptly informed Human Resources that she would require FMLA leave and filed the necessary paperwork. Starbucks approved her FMLA leave, which commenced on January 5, 2011.

40. Shortly after the commencement of her leave, Defendant Gurtov hired a new Store Manager from outside of the Company to replace Ms. Marshall at the 345 Hudson Store, rather than transferring someone internally on a temporary basis.

41. On or about February 21, 2011, Ms. Marshall contacted Defendant Gurtov regarding her expected return to work on March 1, 2011. Defendant Gurtov asked her if she was really going to return to full-time work, or if she was going to need more accommodations. Ms. Marshall responded that she felt healthy and was ready to return to full-time employment.

42. Defendant Gurtov expressed doubt about whether Ms. Marshall would ever return to full-time employment and asked Ms. Marshall to meet at her office on the morning of her return to discuss her transition back to work. Defendant Gurtov made no mention of Ms. Marshall's deposit practices or any discipline that was under consideration.

43. On or about March 1, 2011, Ms. Marshall arrived at Defendant Gurtov's office as scheduled, and was immediately ambushed with attacks regarding her bank deposit practices. Defendant Gurtov unlawfully terminated Ms. Marshall on the spot. Later that day, Ms. Marshall called the Starbucks Ethics Hotline and complained about her unlawful termination.

44. Defendants' conduct violated a multitude of legal obligations under the FMLA, NYSHRL and NYCHRL which as caused Plaintiff to suffer substantial damages. As a result, Defendants are liable to Plaintiff for economic damages, compensatory damages, liquidated damages, punitive damages, and reasonable attorneys' fees and costs.

AS AND FOR A FIRST CAUSE OF ACTION
(Interference with Rights Under the Family Medical Leave Act)

45. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

46. At all times relevant herein, Plaintiff was an "eligible employee" within the meaning of the FMLA. At all times relevant herein, Starbucks was and is a "covered employer" within the meaning of the FMLA. At all relevant times herein, Defendant Gurtov was an "employer" within the meaning of the FMLA.

47. Defendants were obligated to provide Plaintiff with 12 weeks of leave pursuant to the FMLA and reinstate her to the same or an equivalent position upon her return from approved leave.

48. Defendants violated the FMLA by unlawfully interfering with, restraining, or denying the exercise of Plaintiff's rights by, *inter alia*, (i) threatening her that she would lose her position if she exercised her rights under the FMLA, (ii) failing to reinstate her to the same position or a position equivalent to the position that she occupied prior to her FMLA leave, (iii) terminating her employment immediately upon her return from FMLA leave and (iv) terminating her employment as a method of preventing her from exercising her rights under the FMLA in the future.

49. As a direct and proximate result of Defendants' unlawful conduct in violation of the FMLA, Plaintiff has suffered, and continues to suffer, harm for which she is entitled to an award of monetary damages, including, but not limited to, wages, salary, employment benefits and/or other compensation denied or lost to Plaintiff by reason of Defendants' unlawful conduct, plus interest, and other equitable relief, including, but not limited to, employment, reinstatement and promotion.

50. Plaintiff is entitled to an award of liquidated damages as Defendants violated the FMLA, such conduct was not in good faith and there was not a reasonable basis for believing that such conduct was not a violation of the FMLA.

AS AND FOR A SECOND CAUSE OF ACTION
(Retaliation in Violation of the Family Medical Leave Act)

51. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

52. At all times relevant herein, Plaintiff was an "eligible employee" within the meaning of the FMLA. At all times relevant herein, Starbucks was and is a "covered employer" within the meaning of the FMLA. At all relevant times herein, Defendant Gurtov was an "employer" within the meaning of the FMLA.

53. Defendants were obligated to provide Plaintiff with 12 weeks of leave pursuant to the FMLA and reinstate her to the same or an equivalent position upon her return from approved leave.

54. Defendants have violated the FMLA by unlawfully retaliating against Plaintiff for exercising rights protected by the FMLA by, *inter alia*, terminating her upon her return to work, subjecting her to an adverse employment action that would reasonably dissuade a reasonable person from exercising rights protected by the FMLA and preventing her from exercising her rights under the FLMA in the future.

55. As a direct and proximate result of Defendants' unlawful conduct in violation of the FMLA, Plaintiff has suffered, and continues to suffer, harm for which she is entitled to an award of monetary damages, including, but not limited to, wages, salary, employment benefits and/or other compensation denied or lost to Plaintiff by reason of Defendants' unlawful conduct, plus interest, and other equitable relief, including, but not limited to, employment, reinstatement and promotion..

56. Plaintiff is entitled to an award of liquidated damages as Defendants violated the FMLA, such conduct was not in good faith and there was not a reasonable basis for believing that such conduct was not a violation of the FMLA.

AS AND FOR A THIRD CAUSE OF ACTION
(Discrimination in Violation of the New York State Human Rights Law)

57. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

58. Defendants have discriminated against Plaintiff in violation of the NYSHRL by denying her equal terms and conditions of employment, including, but not limited to, terminating

her employment from the Company because of her disability, because Defendants regarded her as disabled and/or because of her record of disability.

59. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income, compensation and benefits, for which she is entitled to an award of monetary damages.

60. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered and continues to suffer severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering, for which she is entitled to an award of compensatory damages.

AS AND FOR A FOURTH CAUSE OF ACTION
(Retaliation in Violation of the New York State Human Rights Law)

61. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

62. Defendants retaliated against Plaintiff for her engagement in protected activities, including, but not limited to, requesting and taking an accommodation for her disability. Defendants' retaliatory conduct includes, but is not limited to, the unlawful termination of Plaintiff's employment.

63. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm, including, but not limited to, loss of past and future income, compensation and benefits for which Plaintiff is entitled to an award of damages.

64. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering for which Plaintiff is entitled to an award of damages.

AS AND FOR A FIFTH CAUSE OF ACTION
(Aiding and Abetting in Violation of the New York State Human Rights Law)

65. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

66. Defendant Gurtov directly participated in the discriminatory and retaliatory conduct perpetrated against Plaintiff, including, but not limited to, the termination of Plaintiff's employment.

67. At all relevant times, Defendant Gurtov supervised Plaintiff and/or had the ability to control the terms and conditions of her employment, including, but not limited to, the power to terminate Plaintiff's employment.

68. Defendant Gurtov knowingly or recklessly aided and abetted the unlawful discrimination and retaliation against Plaintiff in violation of the NYSHRL, including, but not limited to, the termination of Plaintiff's employment on account of her disability and/or in retaliation for Plaintiff's engagement in protected activities.

69. As a direct and proximate result, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income for which Plaintiff is entitled to an award of damages.

70. As a direct and proximate result, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression,

humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering for which Plaintiff is entitled to an award of damages.

AS AND FOR A SIXTH CAUSE OF ACTION
(Discrimination in Violation of the New York City Human Rights Law)

71. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

72. Defendants have discriminated against Plaintiff in violation of the NYCHRL by denying her equal terms and conditions of employment, including, but not limited to, terminating her employment from the Company because of her disability, because Defendants regarded her as disabled and/or because of her record of disability.

73. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income, compensation and benefits, for which she is entitled to an award of monetary damages.

74. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered and continues to suffer severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering, for which she is entitled to an award of compensatory damages.

75. Defendants' unlawful and discriminatory conduct constitutes a knowing, malicious, willful and wanton violation of the NYCHRL for which Plaintiff is entitled to an award of punitive damages.

AS AND FOR A SEVENTH CAUSE OF ACTION
(Retaliation in Violation of the New York City Human Rights Law)

76. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

77. Defendants have retaliated against Plaintiff for her engagement in protected activities, including, but not limited to, requesting and utilizing an accommodation for her disability. Defendants' retaliatory conduct includes, but is not limited to, the unlawful termination of Plaintiff's employment.

78. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm, including, but not limited to, loss of past and future income, compensation and benefits for which Plaintiff is entitled to an award of damages.

79. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering for which Plaintiff is entitled to an award of damages.

80. Defendants' unlawful and discriminatory conduct constitutes a knowing, malicious, willful and wanton violation of the NYCHRL for which Plaintiff is entitled to an award of punitive damages.

AS AND FOR AN EIGHTH CAUSE OF ACTION
(Aiding and Abetting in Violation of the New York City Human Rights Law)

81. Plaintiff hereby repeats, reiterates, and re-alleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

82. Defendant Gurtov directly participated in the discriminatory and retaliatory conduct perpetrated against Plaintiff, including, but not limited to, the termination of Plaintiff's employment.

83. At all relevant times, Defendant Gurtov supervised Plaintiff and/or had the ability to control the terms and conditions of her employment, including, but not limited to, the power to terminate Plaintiff's employment.

84. Defendant Gurtov knowingly or recklessly aided and abetted the unlawful discrimination and retaliation against Plaintiff in violation of the NYCHRL, including, but not limited to, the termination of Plaintiff's employment on account of her disability and/or in retaliation for Plaintiff's engagement in protected activities.

85. As a direct and proximate result, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income for which Plaintiff is entitled to an award of damages.

86. As a direct and proximate result, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence and emotional pain and suffering for which Plaintiff is entitled to an award of damages.

87. Defendant Gurtov's unlawful and discriminatory conduct constitutes a knowing, malicious, willful and wanton violation of the NYCHRL for which Plaintiff is entitled to an award of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendants, containing the following relief:

A. A declaratory judgment that the actions, conduct and practices of Defendants

complained of herein violate the laws of the United States, the State of New York and the City of New York;

B. An injunction and order permanently restraining Defendants from engaging in such unlawful conduct;

C. An order directing Defendants to place Plaintiff in the position she would have occupied but for Defendants' discriminatory, retaliatory and otherwise unlawful treatment of her, as well as to take such affirmative action, including reinstatement, as is necessary to ensure that the effects of these unlawful employment practices and otherwise unlawful conduct are eliminated and do not continue to affect Plaintiff;

D. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages, including, but not limited to, the loss of past and future income, wages, compensation, seniority and other benefits of employment;

E. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including but not limited to, compensation for her mental anguish and emotional distress, humiliation, depression, embarrassment, stress and anxiety, loss of self-esteem, self-confidence and personal dignity, and emotional pain and suffering and any other physical or mental injuries;

F. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for harm to her professional and personal reputation and loss of career fulfillment;

G. An award of liquidated damages under the FMLA.

H. An award of punitive damages in an amount to be determined at trial;

I. An award of damages for any and all other monetary and/or non-monetary losses suffered by Plaintiff in an amount to be determined at trial, plus prejudgment interest;

J. An award of costs that Plaintiff has incurred in this action, as well as Plaintiff's reasonable attorneys' fees and costs to the fullest extent permitted by law; and

K. Such other and further relief as the Court may deem just and proper.


JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: April 13, 2011
New York, New York

Respectfully submitted,

THOMPSON WIGDOR & GILLY LLP

By: 

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*Attorneys for Starbucks Corporation and
Jennifer Gurtov*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SERENITY MARSHALL,

Plaintiff,

v.

STARBUCKS CORPORATION and
JENNIFER GURTOV, in her individual and
official capacities,

Defendants.

Civ. Action No. 11-CV-2521(RMB)(KNF)

**DEFENDANTS STARBUCKS
CORPORATION'S AND JENNIFER
GURTOV'S ANSWER TO
PLAINTIFF'S COMPLAINT**

Defendants Starbucks Corporation ("Starbucks") and Jennifer Gurtov (collectively, "Defendants") hereby answer the Complaint filed by Plaintiff Serenity Marshall as follows:

NATURE OF THE CLAIMS

1. Defendants admit that Plaintiff has commenced this action and is a former employee of Starbucks who worked as a barista and store manager. Defendants deny all remaining allegations in paragraph 1 of the Complaint.

2. Defendants admit that starting in 2009, Plaintiff worked at the Starbucks located at 345 Hudson Street, New York, New York and reported to district manager Jennifer Gurtov.

Gurtov - 35

Defendants are presently without knowledge or information sufficient to form a belief as to the truth of the allegations regarding Plaintiff's diagnosis of uterine fibroids in paragraph 2 of the Complaint. Defendants deny all remaining allegations in paragraph 2 of the Complaint.

3. Defendants admit that Plaintiff's employment was terminated on March 1, 2011, and further admit that Plaintiff returned to work after taking a medical leave of absence.

Defendants deny all remaining allegations in paragraph 3 of the Complaint.

4. Defendants deny the allegations in paragraph 4 of the Complaint.

5. Paragraph 5 of the Complaint constitutes a legal conclusion to which no response is required.

6. Defendants deny the allegations in paragraph 6 of the Complaint.

JURISDICTION AND VENUE

7. Paragraph 7 of the Complaint constitutes, in part, a legal conclusion to which no response is required. Defendants admit that the Court has jurisdiction over this matter.

Defendants deny all remaining allegations contained in paragraph 7 of the Complaint.

8. Paragraph 8 of the Complaint constitutes a legal conclusion to which no response is required.

ADMINISTRATIVE REQUIREMENTS

9. Defendants are presently without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9 of the Complaint.

10. Defendants are presently without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10 of the Complaint.

PARTIES

11. Defendants are presently without knowledge or information sufficient to form a belief about the truth of the allegation that Plaintiff resides in the Bronx, New York. Defendants admit that Plaintiff was employed by Starbucks from 2002 until March 1, 2011. The remaining allegations in paragraph 11 of the Complaint constitute legal conclusions to which no response is required. To the extent paragraph 11 of the Complaint purports to set forth any other factual allegations, Defendants deny the allegations in paragraph 11 of the Complaint.

12. Defendants admit that Ms. Gurtov is a district manager responsible for 12 Starbucks stores within her district, including the 345 Hudson Street location where Plaintiff worked as a store manager at the time her employment was terminated. Defendants deny that Ms. Gurtov resides in New York. The remaining allegations in paragraph 12 of the Complaint constitute legal conclusions to which no response is required. To the extent paragraph 12 of the Complaint purports to set forth any other factual allegations, Defendants deny the allegations in paragraph 12 of the Complaint.

13. Defendants admit that Starbucks is a foreign business corporation organized and existing under the laws of the State of Washington with a principal place of business at 2401 Utah Avenue South, Seattle, Washington 98134. Starbucks further admits that it owns and operates coffee shops comprising approximately 17,000 stores in 50 countries. The remaining allegations in paragraph 13 of the Complaint constitute legal conclusions to which no response is required. To the extent paragraph 13 of the Complaint purports to set forth any other factual allegations, Defendants deny the allegations in paragraph 13 of the Complaint.

FACTUAL ALLEGATIONS

Plaintiff's Employment at Starbucks

14. Defendants admit that Plaintiff commenced her employment as a barista, earning approximately \$7.75 per hour. Defendants deny the remaining allegations in paragraph 14 of the Complaint.

15. Defendants deny the allegations in paragraph 15 of the Complaint.

16. Defendants deny the allegations in paragraph 16 of the Complaint.

17. Defendants admit that Plaintiff received multiple raises. Defendants deny the remaining allegations in paragraph 17 of the Complaint.

18. Defendants admit that Plaintiff's last place of employment with Starbucks was at 345 Hudson Street, New York, New York. Defendants deny the remaining allegations in paragraph 18 of the Complaint.

Plaintiff's Serious Medical Condition and/or Disability

19. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 19 of the Complaint.

20. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 20 of the Complaint.

21. Defendants admit the allegations in paragraph 21 of the Complaint.

22. Defendants deny the allegations in paragraph 22 of the Complaint.

23. Defendants deny the allegations in paragraph 23 of the Complaint.

24. Paragraph 24 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 24 of the Complaint purports to set forth any

factual allegations, Defendants are presently without knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 24 of the Complaint.

25. Paragraph 25 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 25 of the Complaint purports to set forth any factual allegations, Defendants are presently without knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 25 of the Complaint.

Starbucks' Discrimination and Retaliation Against Plaintiff

26. Defendants admit the allegations in paragraph 26 of the Complaint.

27. Defendants deny the allegations in paragraph 27 of the Complaint.

28. Defendants deny the allegations in paragraph 28 of the Complaint.

29. Defendants admit that Ms. Gurtov conducted periodic inspections of all stores within her district, and that she had conducted inspections of Plaintiff's store in the past. Defendants further admit that Ms. Gurtov inspected Plaintiff's store in December 2010. Defendants deny the remaining allegations in paragraph 29 of the Complaint.

30. Defendants deny the allegations in paragraph 30 of the Complaint.

31. Defendants deny the allegations in paragraph 31 of the Complaint.

32. Defendants deny the allegations in paragraph 32 of the Complaint.

33. Defendants admit that Ms. Gurtov reviewed the Daily Records Book for the store at 345 Hudson Street, New York, New York and that she had also reviewed the book during previous inspections. Defendants further admit that store managers are required to ensure that daily bank deposits are made. Defendants are presently without knowledge or information sufficient to form a belief about the truth of the allegation that "many" store managers

occasionally hold bank deposits to the following day in paragraph 33 of the Complaint.

Defendants deny the remaining allegations in paragraph 33 of the Complaint.

34. Defendants deny the allegations in paragraph 34 of the Complaint.

35. Defendants admit that Plaintiff did not deny her holding some deposits to the following day. Defendants deny the remaining allegations in paragraph 35 of the Complaint.

36. Defendants deny the allegations in paragraph 36 of the Complaint.

37. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 37 of the Complaint.

38. Defendants admit the allegations in paragraph 38 of the Complaint.

Plaintiff's Unlawful Termination

39. Defendants admit that Plaintiff's FMLA leave was approved by Starbucks.

Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations concerning when Plaintiff learned that she would require surgery in paragraph 39 of the Complaint. Defendants deny the remaining allegations in paragraph 39 of the Complaint.

40. Defendants deny the allegations in paragraph 40 of the Complaint.

41. Defendants deny the allegations in paragraph 41 of the Complaint.

42. Defendants admit that Ms. Gurtov did not mention Plaintiff's deposit practices or any discipline that was under consideration when she spoke to Plaintiff prior to her return from leave. Defendants deny the remaining allegations in paragraph 42 of the Complaint.

43. Defendants admit that on or about March 1, 2011, Plaintiff arrived at Ms. Gurtov's office as scheduled. Defendants further admit that Plaintiff called the Starbucks Helpline. Defendants deny the remaining allegations in paragraph 43 of the Complaint.

44. Paragraph 44 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 44 of the Complaint purports to set forth any factual allegations, Defendants deny the allegations in paragraph 44 of the Complaint.

AS AND FOR A FIRST CAUSE OF ACTION

(Interference with Rights Under the Family Medical Leave Act)

45. Defendants admit and deny the allegations in paragraphs 1 to 44 of the Complaint as set forth above.

46. Paragraph 46 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 46 of the Complaint purports to set forth any factual allegations, Defendants deny the allegations in paragraph 46 of the Complaint.

47. Paragraph 47 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 47 of the Complaint purports to set forth any factual allegations, Defendants deny the allegations in paragraph 47 of the Complaint.

48. Defendants deny the allegations contained in paragraph 48 of the Complaint.

49. Defendants deny the allegations contained in paragraph 49 of the Complaint.

50. Defendants deny the allegations contained in paragraph 50 of the Complaint.

AS AND FOR A SECOND CAUSE OF ACTION

(Retaliation in Violation of the Family Medical Leave Act)

51. Defendants admit and deny the allegations in paragraphs 1 to 50 of the Complaint as set forth above.

52. Paragraph 52 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 52 of the Complaint purports to set forth any factual allegations, Defendants deny the allegations in paragraph 52 of the Complaint.

53. Paragraph 53 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 53 of the Complaint purports to set forth any factual allegations, Defendants deny the allegations in paragraph 53 of the Complaint.

54. Defendants deny the allegations contained in paragraph 54 of the Complaint.

55. Defendants deny the allegations contained in paragraph 55 of the Complaint.

56. Defendants deny the allegations contained in paragraph 56 of the Complaint.

AS AND FOR A THIRD CAUSE OF ACTION

(Discrimination in Violation of the New York State Human Rights Law)

57. Defendants admit and deny the allegations in paragraphs 1 to 56 of the Complaint as set forth above.

58. Defendants deny the allegations contained in paragraph 58 of the Complaint.

59. Defendants deny the allegations contained in paragraph 59 of the Complaint.

60. Defendants deny the allegations contained in paragraph 60 of the Complaint.

AS AND FOR A FOURTH CAUSE OF ACTION

(Retaliation in Violation of the New York State Human Rights Law)

61. Defendants admit and deny the allegations in paragraphs 1 to 60 of the Complaint as set forth above.

62. Defendants deny the allegations contained in paragraph 62 of the Complaint.

63. Defendants deny the allegations contained in paragraph 63 of the Complaint.

64. Defendants deny the allegations contained in paragraph 64 of the Complaint.

AS AND FOR A FIFTH CAUSE OF ACTION

(Aiding and Abetting in Violation of the New York State Human Rights Law)

65. Defendants admit and deny the allegations in paragraphs 1 to 64 of the Complaint as set forth above.

66. Defendants deny the allegations contained in paragraph 66 of the Complaint.

67. Paragraph 67 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 67 of the Complaint purports to set forth any factual allegations, Defendants deny the allegations in paragraph 67 of the Complaint.

68. Defendants deny the allegations contained in paragraph 68 of the Complaint.

69. Defendants deny the allegations contained in paragraph 69 of the Complaint.

70. Defendants deny the allegations contained in paragraph 70 of the Complaint.

AS AND FOR A SIXTH CAUSE OF ACTION

(Discrimination in Violation of the New York City Human Rights Law)

71. Defendants admit and deny the allegations in paragraphs 1 to 70 of the Complaint as set forth above.

72. Defendants deny the allegations contained in paragraph 72 of the Complaint.

73. Defendants deny the allegations contained in paragraph 73 of the Complaint.

74. Defendants deny the allegations contained in paragraph 74 of the Complaint.

75. Defendants deny the allegations contained in paragraph 75 of the Complaint.

AS AND FOR A SEVENTH CAUSE OF ACTION

(Retaliation in Violation of the New York City Human Rights Law)

76. Defendants admit and deny the allegations in paragraphs 1 to 75 of the Complaint as set forth above.

77. Defendants deny the allegations contained in paragraph 77 of the Complaint.

78. Defendants deny the allegations contained in paragraph 78 of the Complaint.

79. Defendants deny the allegations contained in paragraph 79 of the Complaint.

80. Defendants deny the allegations contained in paragraph 80 of the Complaint.

AS AND FOR AN EIGHTH CAUSE OF ACTION

(Aiding and Abetting in Violation of the New York City Human Rights Law)

81. Defendants admit and deny the allegations in paragraphs 1 to 80 of the Complaint as set forth above.

82. Defendants deny the allegations contained in paragraph 82 of the Complaint.

83. Paragraph 83 of the Complaint constitutes a legal conclusion to which no response is required. To the extent that paragraph 83 of the Complaint purports to set forth any factual allegations, Defendants deny the allegations in paragraph 83 of the Complaint.

84. Defendants deny the allegations contained in paragraph 84 of the Complaint.

85. Defendants deny the allegations contained in paragraph 85 of the Complaint.

86. Defendants deny the allegations contained in paragraph 86 of the Complaint.

87. Defendants deny the allegations contained in paragraph 87 of the Complaint.

PRAYER FOR RELIEF

Defendants deny that Plaintiff is entitled to the requested relief. Further, and without admitting any of the allegations asserted therein or conceding that Defendants bear any burden of proof on any issue on which Defendants would not otherwise bear such burden, Defendants assert the following defenses to the Complaint. Defendants reserve the right to add, alter and/or amend its defenses and affirmative defenses as the course of discovery so requires.

FIRST DEFENSE

(Failure to State a Cause of Action)

Plaintiff is barred from relief because the Complaint, or portions thereof, fails to state a claim upon which relief can be granted.

SECOND DEFENSE

(Statute of Limitations)

Plaintiff is barred from relief to the extent she seeks relief for conduct occurring outside the periods proscribed by the applicable statutes of limitation.

THIRD DEFENSE
(At-Will Employment)

At all times during her employment with Starbucks, Plaintiff was employed at-will.

FOURTH DEFENSE
(Good Faith)

Plaintiff's claims are barred, in whole or in part, because all employment decisions regarding or affecting Plaintiff were based upon legitimate, non-discriminatory reasons that were in no way related to her FMLA leave or any disability, and were made in good faith and without any intent to discriminate on the basis of her FMLA leave or any disability. Further, Plaintiff is not entitled to any recovery because any alleged acts or omissions by Defendants were made in good faith in conformity with and reliance on applicable administrative regulations, orders, rulings, approvals or interpretations, or administrative practice or enforcement policies.

FIFTH DEFENSE
(Administrative Procedures)

Plaintiff has failed to comply with all applicable administrative procedures.

SIXTH DEFENSE
(Causation)

The alleged acts or omissions of Defendants were not the direct, proximate, or actual cause of any injuries or damages allegedly incurred by Plaintiff.

SEVENTH DEFENSE
(Causation)

To the extent, if any, Plaintiff has suffered any damages and/or losses, such damages and losses were a result of Plaintiff's own conduct and/or omissions.

EIGHTH DEFENSE

(Vicarious Liability)

Starbucks is not liable to Plaintiff for the acts or omissions of any supervisory or managerial employee which were beyond the scope of employment.

NINTH DEFENSE

(Failure to Mitigate)

Plaintiff has failed to mitigate her damages and as a result any damages awarded to Plaintiff should be reduced accordingly.

TENTH DEFENSE

(After-Acquired Evidence)

Plaintiff's damages must be reduced, in whole or in part, by the doctrine of after-acquired evidence.

ELEVENTH DEFENSE

(Declaratory, Injunctive and Other Relief)

On the facts alleged, Plaintiff is not entitled to declaratory or injunctive relief, the costs and expenses of this action, attorney's fees, or the compensatory or other damages requested in the Complaint.

TWELFTH DEFENSE

(Liquidated Damages)

Plaintiff is not entitled to any liquidated damages because Defendants at all times acted in good faith and with reasonable grounds for believing they had not violated the FMLA, and their actions were not willful.

THIRTEENTH DEFENSE

(Punitive Damages)

Plaintiff is not entitled to punitive damages because Defendants at all times acted in good faith and with reasonable grounds for believing they had not violated the New York City Human Rights Laws, and their actions were not willful.

FOURTEENTH DEFENSE

(Not an Employer)

Ms. Gurtov is not a “covered employer” and/or “employer” under the relevant statutes.

Dated: New York, New York
May 16, 2011

AKIN GUMP STRAUSS HAUER & FELD LLP

By: /s/ Estela Díaz
Estela Díaz

Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that, on May 16, 2011, I caused to be served via the Court's Electronic Case Filing system a true and correct copy of Defendants Starbucks Corporation's and Jennifer Gurtov's Answer to Plaintiff's Complaint on Plaintiff's counsel:

David Evan Gottlieb
Scott Browning Gilly
Thompson Wigdor and Gilly
85 Fifth Avenue
New York, NY 10003
Email: dgottlieb@twglaw.com
Email: sgilly@twglaw.com

Dated: May 16, 2011
New York, New York

/s/ Estela Díaz
Estela Díaz

2011 SPA Visit

Store # _____

SM _____

Date _____

Our Partners

- Schedule: Review Ghost Schedule/Optimization
- Review Staffing Plan/Needs
- Review Succession Plan
- Sit down with high performing partners: They share with me the work they are doing on their PDPs.
- Sit down with ASM: Review their training plan. They share with me strengths/opportunities, what they are currently working on to elevate experience in the store.
- Sit down with SM to review PDP
- SM Aspirations & Engagement
- Sit with New partners
- When is scheduled SS & Store meeting – schedule round table

-Notes**Our Customers and Neighborhoods**

- Values Walk: Check Completion Daily – 3 times a day
 - Are all Values Walks being utilized as a follow up tool to store action plans around Customer Voice, Cleanliness, Anticipate, connect

-Notes:

- Are the key drivers highlighted on top of Values Walk as it relates to CV?
- Complete a Values Walk

-Notes:

- Are Store action plans posted in store? How is it communicated?
- Are partners able to speak to behaviors they committed to from Store Action Plans?

-Notes:

- Are partners demonstrating: Anticipate, Connect, Personalize, Own

-Notes:

- Are partners able to speak to the above steps to create inspired moments in each customer's day?

-Notes

Our Community

- Community Website sign up & sign up partners in store
- Community activity ideas

-Notes

- QASA: Check Completion Weekly

-Notes

- Check Completion of Duty Roster – Peak Goals noted (sales, coffee)

-Notes

- NY Top 10 Critical Checklist: Check Completion 3x a day
- Complete a NY Top 10 Critical

-Notes

Our Coffee

- Coffee Tasting:

- Coffee Passports have a specific location.
- Partner leads relevant coffee tasting.
- Bold whole bean at register/3 talking points

-Notes

- Partners sampling relevant promotional beverages/VIA
- VIA sampling plan in place/partners can speak to committed behaviors and are demonstrating ability to sell.

-Notes

- Coffee incentive posted on communication wall
- Coffee Cadence

-Notes

Our Stores and Shareholders

- BOH Organization

-Notes

- Top 10 Pastries in case

-Notes

- Cash Management: Check Cash Management Log/P card log

-Notes

- IMS Repeatable Routine